

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 21, 2023

Closed Session - 5:30 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: 884 8156 7296**
- 3. Passcode: 373181**

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 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/](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

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

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 411 West Pleasant Valley Road (APN 205-0-320-225)
Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager
Negotiating Party: Yong Lee; Soo J. Lee; Soo B. Lee
Under Negotiation: Price and terms of payment
Legislative Body: City Council
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 451 West Pleasant Valley Road (APN 205-0-320-235)
Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager
Negotiating Party: Norma Rushing
Under Negotiation: Price and terms of payment
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. 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.

F. 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. Public Works Department

SUBJECT: Reconsideration of Local Emergency Due to Ongoing Drought Conditions.

RECOMMENDATION: That the City Council adopt a resolution 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)).

Legislative Body: City Council

Contact: Michael Wolfe, Stephen Fischer, (805) 385-8055, (805) 385-7483

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

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

1. City Manager Department

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

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

1. To Senior Services Commission: Clark Owens (D1);
2. To Community Relations Commission: Helaine Stallion (D1) and Tiffany Lopez (at large);
3. To Cultural Arts Commission: Teodoro Lopez (D1);
4. To Parks, Recreation and Community Services Commission: Miguel Fernandez (D1); and
5. To Planning Commission: Steven Nash (D1).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/86l-XAZEhEY>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

H. 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.

I. 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.

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 17, 2023 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period June 1, 2022 through December 31, 2022.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

3. Public Works Department

SUBJECT: Agreement 32300182 with MERITO Foundation, Agreement 32300196 with Reality Improv Connection, Inc. and Agreement 32300195 with KTU&A, Inc. for the Oxnard Beautification and Clean-up Program, Project C2317.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$734,832 in Project funds for the Oxnard Beautification and Clean-up Program:

1. A Professional Services Agreement with the MERITO Foundation in the amount of \$219,001 for a term through June 30, 2024 for the Project;
2. A Professional Services Agreement with Reality Improv Connection, Inc. in the amount of \$245,948 for a term through June 30, 2024 for the Project; and
3. A Professional Services Agreement with KTU&A, Inc. in the amount of \$269,883 for a term through June 30, 2024 for the Project.

(Recommendation 1 is categorically exempt from the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations Section 15304(b); and Recommendations 2 and 3 are not projects subject to CEQA.)

(This item did not originate in Committee as this is a grant-funded project.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Housing Department

SUBJECT: Plaza Vista Apartments Drain Line and Electrical Panel Project.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize execution of the following firm-fixed price contracts:

1. Agreement number A-8512 in the amount of \$267,472.92 with Oscalibur Plumbing, Inc to replace the plumbing drain line at the Plaza Vista public housing site using funds appropriated from the 2019 Capital Fund grant; and
2. Agreement number A-8510 in the amount of \$341,857.79 to replace the main electrical panels at the Plaza Vista public housing site using funds appropriated from the 2019 Capital Fund grant.

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

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

5. City Manager Department

SUBJECT: Authorize the Programming of Additional Ongoing Funding for Park Maintenance Projects and the Approval of Two New One-Time Projects into Measure O.

RECOMMENDATION: That the City Council authorize the programming of the following additional ongoing funding for park maintenance projects and the approval of two new projects into Measure O:

1. Increase funding for existing Measure O project MO5701 (College Park Maintenance) from \$838,524 annual budget by \$27,000 to \$865,524 annual budget and existing project MO5702 (East Village Park Operating Maintenance) from \$91,301 annual budget by \$3,000 to \$94,301 annual budget;
2. Approve the following new Measure O project with associated one-time funding: Tier 2 Seismic Evaluation for the Performing Arts Center - \$200,000; and
3. Approve the following new Measure O project with associated one-time funding: Facilities Assessment - \$340,000.

(The Measure O Citizen Oversight Committee reviewed this item on January 26, 2023, and determined that it should proceed to Council).

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

6. City Treasurer

SUBJECT: General Banking Services Agreement.

RECOMMENDATION: That the City Council receive and file the agreement with Bank of America in an estimated amount of \$500,000 for an initial term of 3 years with an option to renew for 5 one-year periods.

(Finance and Governance Committee approved 3-0.)

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

February 21, 2023

PAGE 6

K. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Substantial Amendment to the Fiscal Year 2020-2021 and 2022-2023 Annual Action Plans. (30 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing and receive comments related to the Substantial Amendment of the Fiscal Year 2020-2021 and 2022-2023 Annual Action Plans;
2. Approve a Substantial Amendment to the Fiscal Year 2020-2021 and 2022-2023 Annual Action Plans, reallocating Community Development Block Grant, Community Development Block Grant – Coronavirus, and HOME Investment Partnership funding;
3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the Amendments to the United States Department of Housing and Urban Development;
4. Authorize the City Manager and his designees, to execute the appropriate agreements with subgrantees, and to adjust any of the funding activity, not to exceed ten percent, if the programs require more or less funding to meet their objectives; and
5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from public input to each of the aforementioned plans, as directed by the City Council, including amending any grant revenue and/or expenditure budgets to reflect the reallocations described in the 2022-2023 and 2020-21 mid-year budgets.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3tT35nVwou8>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

L. REPORTS

1. Finance Department

SUBJECT: FY 21-22 Annual Comprehensive Financial Report and Summary Presentation. (40 minutes)

RECOMMENDATION: That the City Council receive the FY 2021-22 Comprehensive Annual Financial Report (CAFR) and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.

(This item is scheduled to be presented to the Finance and Governance Committee on February 14, 2023.)

(Presentation will be live upon consultant's request.)

Legislative Body: City Council

Contact: Denise Olson, (805) 200-5400

February 21, 2023

PAGE 7

2. Public Works Department

SUBJECT: Carryover of Encumbered Funds from Fiscal Year 2021-22 and Amended Budget Appropriations for Public Works for Fiscal Year 2022-23. (20 minutes)

RECOMMENDATION: That the City Council approve:

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) \$957,184 to the General Fund (101); B) \$232,001 to the Wastewater Fund (611); and C) \$115,181 to the Environmental Resources Fund (631) due to supply chain delays;
2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of \$115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of \$7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and
3. A Fiscal Year 2022-23 budget un-appropriation in the amount of \$5,175,000 from the Water Bond Fund (609).

(The Finance and Governance Committee approved 3-0 and the Public Works and Transportation Committee approved 2-0.)

(This item is not subject to the California Environmental Quality Act.)

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/rEe5hhUsO5A>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Housing Department

SUBJECT: Authorize the Housing Director to Execute HOME and CDBG Loan Agreements with Peoples' Self-Help Housing for Cypress Place at Garden City Phase I, a 90 Unit Affordable Rental Housing Project. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a resolution authorizing the Housing Director to execute a \$1,600,000 HOME Loan Agreement and a \$1,500,000 CDBG Loan Agreement, and any and all related documents thereto, with Peoples' Self-Help Housing for the construction of Phase I of Cypress Place at Garden City, a ninety (90) unit affordable rental housing project located at 5536 and 5482 Cypress Road; and
2. Find that approval of the resolution and the acts authorized therein are exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code sections 21159.21 and 21159.23.

(This item did not originate in Committee.)

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

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

4. Information Technology Department

SUBJECT: Oxnard 311 - Performance Update Report. (20 minutes)

RECOMMENDATION: That the City Council receive a City of Oxnard 311 constituent relationship management performance update for the period of performance year six (May 1, 2021, through April 30, 2022) and the first half of performance year seven (May 1, 2022, through October 31, 2022).

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

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/rLPX659PYAI>

Legislative Body: City Council

Contact: Helen Miller, (805)385-7446

5. Finance Department

SUBJECT: Discussion of the State Auditor's 2021 Fiscal Health Ranking of California Cities. (10 minutes)

RECOMMENDATION: That the City Council receive the State Auditor's 2021 Fiscal Health Ranking of California Cities.

(This item was presented to the Finance and Governance Committee on January 10, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/gbDJR6hhG44>

Legislative Body: City Council

Contact: Denise Olson, (805) 200-5400

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY AGENDA ITEM NO. F.1

DATE: February 21, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Reconsideration of Local Emergency Due to Ongoing Drought Conditions.

RECOMMENDATION

That the City Council adopt a resolution 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)).

BACKGROUND

On May 17, 2022, the City Council adopted Resolution 15,568 proclaiming a local emergency due to drought conditions and lack of adequate water supply, and adopted Resolution 15,569 establishing new mandatory conservation measures.

On June 30, 2022, the City Council adopted Resolution 15,628 ratifying an order issued by the Director of Emergency Services pertaining to the local emergency, and confirming the need to continue the local emergency pursuant to Government Code Section 8630(c).

On July 28, 2022, the City Council adopted Resolution 15,609 reconfirming the need to continue the local emergency pursuant to Government Code Section 8630(c).

On September 20, 2022, the City Council adopted Resolution 15,631 reconfirming the need to continue the local emergency pursuant to Government Code Section 8630(c). Furthermore, City Council adopted Resolution 15,632 ratifying an order issued by the Director of Emergency Services pertaining to the local emergency.

On November 15, 2022, the City Council adopted Resolution 15,646 reconfirming the need to continue the local emergency pursuant to Government Code Section 8630(c).

On January 3, 2023, the City Council adopted Resolution 15,658 reconfirming the need to continue the local emergency pursuant to Government Code Section 8630(c).

By adopting the resolution attached to this staff report, the City Council would once again confirm the need to continue the local emergency. If Council adopts the resolution, staff will return to the Council within 60 days of adoption for reconsideration of the emergency.

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 direct financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Resolution and DO 22-04
2. Adopted Resolution 15,568 (dated 5-17-22)
3. Adopted Resolution 15,569 (dated 5-17-22)
4. Adopted Resolution 15,628 (dated 6-30-22)
5. Adopted Resolution 15,609 (dated 7-28-22)
6. Adopted Resolution 15,631 (dated 9-20-22)
7. Adopted Resolution 15,632 (dated 9-20-22)
8. Adopted Resolution 15,646 (dated 11-15-22)
9. Adopted Resolution 15,658 (dated 1-3-23)

**CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(c)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code (“OCC”) empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 which proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution 15,628 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on July 28, 2022, the City Council adopted Resolution 15,609 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on September 20, 2022, the City Council adopted Resolution 15,631 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on November 15, 2022, the City Council adopted Resolution 15,646 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on January 3, 2023, the City Council adopted Resolution 15,658 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, the City Council ratified Director’s Order No. 22-04 on September 20, 2022, and has determined the provisions of that order shall remain in effect and is attached as Exhibit A; and

Resolution No.

Local Emergency Continuance Pursuant to Government Code Section 8630(c)

Page 2

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

PASSED AND ADOPTED THIS 21st day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Resolution No.

Local Emergency Continuance Pursuant to Government Code Section 8630(c)

Page 3

EXHIBIT A
(Director of Emergency Services Order 22-04)

CITY OF OXNARD

DIRECTOR ORDER NO. 22-04

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, Government Code section 8630 in conjunction with Chapter 6, section 3 subparagraph (C)(1) of the Oxnard City Code (“OCC”) empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 proclaiming the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 22, 2022, the City Manager acting as the Director of Emergency Services promulgated Director’s Order No. 22-03 updating the City’s water conservation measures adopted by the City Council in Resolution 15,569; and

WHEREAS, Stage 2 water shortage conditions exist within the City; and

WHEREAS, a new Director’s Order is required to comply with ongoing water conservation mandates from the State of California, the State Water Resources Control Board, the Metropolitan Water District of Southern California, and Calleguas Municipal Water District; and

WHEREAS, the Director of Emergency Services pursuant to OCC section 6-3(C)(1), herein shall issue updated water conservation measures, superseding DES Order No. 22-03, and amending in part the conservation measures set forth in Resolution 15,569; and

WHEREAS, this Director’s Order includes the amended mandatory water conservation measures applicable to City water users in bold; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations (“HOAs”); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

*DES Order No. 22-04
September 7, 2022*

WHEREAS, Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events; and

WHEREAS OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: “Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;” and

WHEREAS, the Metropolitan Water District of Southern California’s (“MWD”) Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: “Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to **no more than 10 minutes**, effective July 1;” and

WHEREAS, the City’s watering duration limitations must be consistent with MWD’s limitations; and

WHEREAS, State Water Project suppliers, including MWD, have indicated their intent to penalize non-compliant purveyors (such as the City) with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, MWD’s Emergency Water Conservation Program Handbook, at Section 3.1.6., establishes exceptions to 1-day outdoor watering restrictions including: “locally-determined exceptions which reflect modest community choice will be considered.”; and

WHEREAS, the State Water Resources Control Board has provided information that signals their intent to prioritize the irrigation of trees to ensure the health of trees and urges the continuation of watering of trees during the drought; and

WHEREAS, Trees provide clean air, reduce urban heat islands, capture stormwater, improve water quality, reduce flood risk, stabilize soil, and provide habitat to wildlife.

///

///

///

///

///

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

*DES Order No. 22-04
September 7, 2022*

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated by reference into this Order as though fully set forth herein.

SECTION 2. Resolution 15,569 is attached hereto and incorporated by reference as though fully set forth herein, as Exhibit A.

SECTION 3. This Director Order supersedes DES Order No. 22-03 issued on June 22, 2022.

SECTION 4. In accordance with Resolution 15,569 the following water conservation measures are in effect during the continued declaration of a local emergency due to drought conditions and lack of adequate water supply:

- a. Watering of lawns, **functional turf**, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
- b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY.
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)
 - iv. No watering between 9 a.m. and 6 p.m. (daylight savings time)
- c. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, **food plants**, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sports activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

*DES Order No. 22-04
September 7, 2022*

- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of **non-functional** turf on medians with potable water is prohibited.
- l. **Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.**
- m. **Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.**
- n. **Trees in public spaces may be irrigated more frequently, but only as necessary, to maintain tree well-being for human health and safety as determined by the Emergency Services Director.**

SECTION 5. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Warning Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City shall give written notice of the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice shall contain a description of violation, educational notice listing all prohibited water waste, and provide resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Notice to Correct	For a second violation, the City shall give a written notice to correct the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice to correct shall contain a description of the violation, request to correct the violation, a statement of the possible

*DES Order No. 22-04
September 7, 2022*

		penalties for violation, and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Citation & Fine	For a third violation, the City shall issue an administrative citation and fine in the amount of \$100 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fourth Violation	Citation & Fine	For a fourth violation, the City shall issue an administrative citation and fine in the amount of \$500 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fifth / Additional Violations	Citation & Fine	For a fifth violation, the City shall issue an administrative citation and fine in the amount of \$1000 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal. The City may impose such other penalty or fine as deemed appropriate by the City Manager, and consistent with Oxnard City Code, until such time that the City Manager determines that further violations are not likely to occur.

///

///

///

///

*DES Order No. 22-04
September 7, 2022*

SECTION 6. This Director Order shall become effective on September 7, 2022.

SECTION 7. This Director Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 9/06/2022

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:


Rose Chaparro, City Clerk 9/7/22

 9/6/2022
Stephen M. Fischer, City Attorney

*DES Order No. 22-04
September 7, 2022*

City Council Resolution No. 15,568
CITY OF OXNARD

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD PROCLAIMING THE EXISTENCE OF A LOCAL
EMERGENCY DUE TO WATER SHORTAGE EMERGENCY
CONDITIONS**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, severe drought conditions are constraining available water supplies throughout the State; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, this proclamation follows other increasingly expansive drought declarations and executive orders that have been issued since April 2021; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans ("WSCPs") "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;" and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City's water supply is imported from northern California via the State Water Project ("SWP"); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District ("CMWD"), which receives SWP water from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the California Department of Water Resources ("DWR") had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to \$2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, the City Council does hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a Local Emergency.

///

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a Local Emergency now exists throughout the City and that during the existence of this Local Emergency the powers, functions, and duties of the emergency organization of the City shall be those prescribed by state law, and by the ordinances, resolutions and other adopted policies of the City.

Dated: 5-17-2022 By: BAWILL for
John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

R. Chaparro 5/17/22
Rose Chaparro, City Clerk

[Signature]
Stephen M. Fischer, City Attorney

Passed, approved and adopted this 17th day of May, 2022 by the following vote:

AYES: Councilmember Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Zaragoza

RESOLUTION NO. 15,569

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD RESCINDING RESOLUTION 14,741 AND
ADOPTING NEW MANDATORY WATER
CONSERVATION MEASURES**

WHEREAS, severe drought conditions are constraining available water supplies throughout California; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans (“WSCPs”) “at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;” and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City’s water supply is imported from northern California via the State Water Project (“SWP”); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District (“CMWD”), which receives SWP water from the Metropolitan Water District of Southern California (“MWD”); and

WHEREAS, the California Department of Water Resources (“DWR”) had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to meet current water demands; and

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, on April 12, 2022, MWD presented an informational item to their Water Planning and Stewardship Committee with a proposed Water Shortage Emergency Condition and Emergency Water Conservation Program (the “Program”) to preserve supplies in the SWP Dependent Area; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to \$2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, on April 27, 2022, CWMD adopted a resolution declaring a water shortage emergency conditions exists in the CMWD Service Area; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to water shortage emergency conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. Resolution 14,741 is hereby rescinded.

Section 3. Stage 2 water shortage conditions exist within the city.

Section 4. a. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.

b. The following watering schedule is established:

i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY

ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY

iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)

- iv. No watering between 9 a.m. and 6 p.m. (daylight savings time).
- c. Exceptions to allow for irrigation outside of the designated periods shall include (1) the hand watering of trees or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resources Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.
- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of ornamental turf on medians with potable water is prohibited.

Section 5. Pursuant to Oxnard City Code (“OCC”) section 22-151(C), the mandatory water conservation requirements established in Section 4 of this Resolution (“water conservation requirements”) shall remain in effect unless otherwise amended or rescinded by further action of the City Council. Notwithstanding the requirements of OCC section 22-151(C), the Director of Emergency Services is authorized to modify the water conservation requirements, pursuant to OCC section 6-3(C)(1) during a proclaimed local emergency.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 17th day of May, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

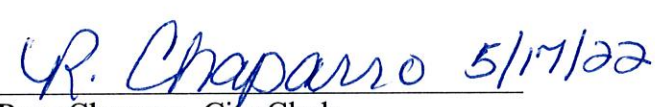
ABSTAIN: None.

ABSENT: Mayor Zaragoza



John C. Zaragoza, Mayor

ATTEST:



Rose Chaparro, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING AN ORDER ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES AND CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 8630(C)

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code (“OCC”) empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Order No. 22-03 in response to the Local Emergency.

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

1. The local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

2. Order 22-03 issued by the Director and attached as **Exhibit A** hereto is necessary to provide for the protection of life and property in response to the Local Emergency and is hereby ratified.

PASSED AND ADOPTED THIS 30th day of June 2022, by the following vote:

AYES: Councilmembers Lopez, MacDonald, Perello, Teran and Zaragoza

NOES: None.

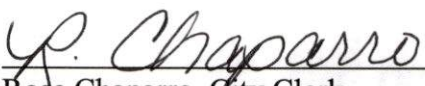
ABSENT: None.

ABSTAIN: None.



John C. Zaragoza, Mayor

ATTEST:



Rose Chaparro, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

EXHIBIT A
[Director of Emergency Services Order 22-03]

CITY OF OXNARD

DIRECTOR ORDER NO. 22-03

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: "Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;" and

WHEREAS, the Metropolitan Water District of Southern California's ("MWD") Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: "Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to no more than 10 minutes, effective July 1;" and

WHEREAS, the City's watering duration limitations must be consistent with MWD's limitations; and

WHEREAS, State Water Project suppliers have indicated their intent to penalize non-compliant purveyors with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events.

*DES Order No. 22-03
June 22, 2022*

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated herein by this reference.

SECTION 2. Resolution 15,569 is attached hereto and incorporated herein by this reference, as Exhibit A.

SECTION 3. Section 4.a. of Resolution 15,569 is hereby amended to read as follows:

“Watering of lawns, functional turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.”

SECTION 4. Section 4.c. of Resolution 15,569 is hereby amended to read as follows:

“Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, food plants, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.”

SECTION 5. Section 4.k. of Resolution 15,569 is hereby amended to read as follows:

“Irrigation of non-functional turf on medians with potable water is prohibited.”

SECTION 6. Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events.

SECTION 7. Section 4.l. is hereby added to Resolution 15,569 to read as follows:

“Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.”

SECTION 8. Notwithstanding the watering duration limitations established in OCC Sec. 22-136(B)(3), Section 4.m. is hereby added to Resolution 15,569 to read as follows:

“Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.”

///
///

*DES Order No. 22-03
June 22, 2022*

SECTION 9. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Courtesy Notice/Educational Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City may give written notice of the fact of such violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice contains a description of violation, lists all prohibited water waste, and provides resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Letter - Warning of Penalty	Letter may contain a description of the facts of the violation, a statement of the possible penalties for violation and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 25 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or \$25, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
Fourth Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 50 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or, \$50, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
Additional Violations	Fine/Admin Cites	Impose such other penalty or fine as deemed appropriate by the City Manager, until such time that the City Manager determines that further violations are not likely to occur.

SECTION 10. This Director Order shall become effective on June 22, 2022.

SECTION 11. This Director Order shall be given publicity and notice as required by Government Code section 8634.

///
///
///
///

*DES Order No. 22-03
June 22, 2022*

SECTION 12. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 6/22/2022

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

EXHIBIT A

RESOLUTION NO. 15,569

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RESCINDING RESOLUTION 14,741 AND ADOPTING NEW MANDATORY WATER CONSERVATION MEASURES

WHEREAS, severe drought conditions are constraining available water supplies throughout California; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans ("WSCPs") "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;" and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City's water supply is imported from northern California via the State Water Project ("SWP"); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District ("CMWD"), which receives SWP water from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the California Department of Water Resources ("DWR") had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to meet current water demands; and

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, on April 12, 2022, MWD presented an informational item to their Water Planning and Stewardship Committee with a proposed Water Shortage Emergency Condition and Emergency Water Conservation Program (the "Program") to preserve supplies in the SWP Dependent Area; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to \$2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, on April 27, 2022, CWMD adopted a resolution declaring a water shortage emergency conditions exists in the CMWD Service Area; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to water shortage emergency conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

- Section 1.** The foregoing recitals are true and correct.
- Section 2.** Resolution 14,741 is hereby rescinded.
- Section 3.** Stage 2 water shortage conditions exist within the city.
- Section 4.**
- a. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
 - b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)

iv. No watering between 9 a.m. and 6 p.m. (daylight savings time).

c. Exceptions to allow for irrigation outside of the designated periods shall include (1) the hand watering of trees or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.

d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.

e. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.

f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resources Code 4291.

g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.

i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.

j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.

k. Irrigation of ornamental turf on medians with potable water is prohibited.

Section 5.

Pursuant to Oxnard City Code ("OCC") section 22-151(C), the mandatory water conservation requirements established in Section 4 of this Resolution ("water conservation requirements") shall remain in effect unless otherwise amended or rescinded by further action of the City Council. Notwithstanding the requirements of OCC section 22-151(C), the Director of Emergency Services is authorized to modify the water conservation requirements, pursuant to OCC section 6-3(C)(1) during a proclaimed local emergency.

Section 6.

This Resolution shall take effect immediately upon its adoption.

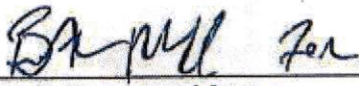
PASSED, APPROVED and ADOPTED this 17th day of May, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

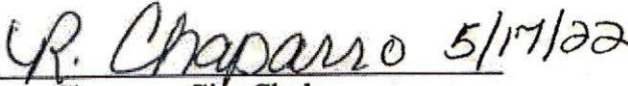
ABSTAIN: None.

ABSENT: Mayor Zaragoza



John C. Zaragoza, Mayor

ATTEST:



Rose Chaparro, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,609

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(C)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted a resolution ratifying mandatory water conservation measures, and confirming the need to continue the local emergency declared on May 17, 2022; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

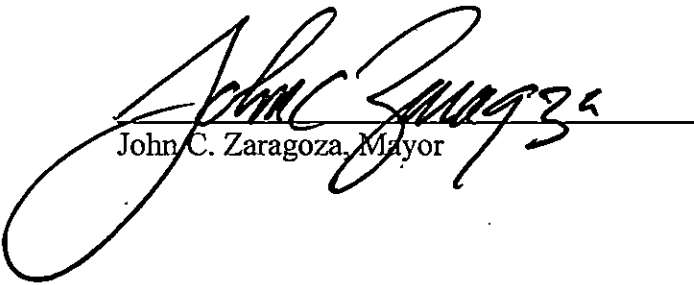
PASSED AND ADOPTED THIS 28th day of July 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza

NOES: None.

ABSENT: None.

ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 7/28/22
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

[Signature] 7/25/2022
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,631

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(C)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 which proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution 15,628 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on July 28, 2022, the City Council adopted Resolution 15,609 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and _____

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

PASSED AND ADOPTED THIS 20 day of September 2022, by the following vote:

AYES: Councilmembers Lopez, MacDonald, Madrigal, Perello and Zaragoza

NOES: None.

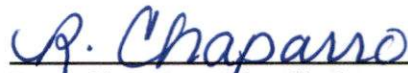
ABSENT: Councilmembers Basua and Teran

ABSTAIN None.

:


John C. Zaragoza, Mayor

ATTEST:

 9/20/22
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 9/13/2022
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,632

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RATIFYING AN ORDER ISSUED BY THE DIRECTOR OF EMERGENCY
SERVICES IN RESPONSE TO THE PROCLAMATION OF A LOCAL
EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 8630 AND
OXNARD CITY CODE CHAPTER 6**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, OCC Chapter 6, section 3 subparagraph (C)(1) empowers the City Manager, acting in the capacity of the Director of Emergency Services ("Director"), to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on September 6, 2022, the Director of Emergency Services, issued DES Order No. 22-04 promulgating water conservation measures in response to the Local Emergency; and

WHEREAS, pursuant to OCC Chapter 6, section 3 subparagraph (C)(1), the Director shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued DES Order No. 22-04, which supersedes DES Order No. 22-03 in response to the Local Emergency.

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

1. The local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply is still in effect.
2. Order 22-04 issued by the Director and attached as **Exhibit A** hereto is necessary to provide for the protection of life and property in response to the Local Emergency and is hereby ratified.

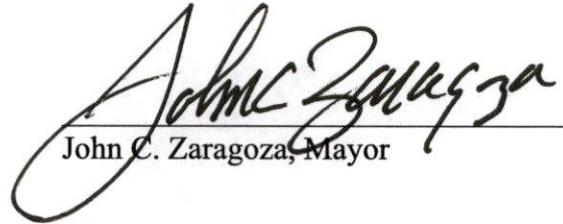
PASSED AND ADOPTED THIS 20 day of September 2022, by the following vote:

AYES: Councilmembers Lopez, MacDonald, Madrigal, Perello and Zaragoza

NOES: None.

ABSENT: Councilmembers Basua and Teran

ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:

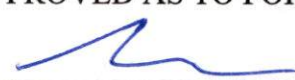
 9/13/2022
Stephen M. Fischer, City Attorney

EXHIBIT A
[Director of Emergency Services Order 22-04]

CITY OF OXNARD

DIRECTOR ORDER NO. 22-04

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, Government Code section 8630 in conjunction with Chapter 6, section 3 subparagraph (C)(1) of the Oxnard City Code (“OCC”) empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 proclaiming the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 22, 2022, the City Manager acting as the Director of Emergency Services promulgated Director’s Order No. 22-03 updating the City’s water conservation measures adopted by the City Council in Resolution 15,569; and

WHEREAS, Stage 2 water shortage conditions exist within the City; and

WHEREAS, a new Director’s Order is required to comply with ongoing water conservation mandates from the State of California, the State Water Resources Control Board, the Metropolitan Water District of Southern California, and Calleguas Municipal Water District; and

WHEREAS, the Director of Emergency Services pursuant to OCC section 6-3(C)(1), herein shall issue updated water conservation measures, superseding DES Order No. 22-03, and amending in part the conservation measures set forth in Resolution 15,569; and

WHEREAS, this Director’s Order includes the amended mandatory water conservation measures applicable to City water users in bold; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations (“HOAs”); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

*DES Order No. 22-04
September 7, 2022*

WHEREAS, Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events; and

WHEREAS OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: “Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;” and

WHEREAS, the Metropolitan Water District of Southern California’s (“MWD”) Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: “Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to no more than 10 minutes, effective July 1;” and

WHEREAS, the City’s watering duration limitations must be consistent with MWD’s limitations; and

WHEREAS, State Water Project suppliers, including MWD, have indicated their intent to penalize non-compliant purveyors (such as the City) with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, MWD’s Emergency Water Conservation Program Handbook, at Section 3.1.6., establishes exceptions to 1-day outdoor watering restrictions including: “locally-determined exceptions which reflect modest community choice will be considered.”; and

WHEREAS, the State Water Resources Control Board has provided information that signals their intent to prioritize the irrigation of trees to ensure the health of trees and urges the continuation of watering of trees during the drought; and

WHEREAS, Trees provide clean air, reduce urban heat islands, capture stormwater, improve water quality, reduce flood risk, stabilize soil, and provide habitat to wildlife.

///

///

///

///

///

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

*DES Order No. 22-04
September 7, 2022*

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated by reference into this Order as though fully set forth herein.

SECTION 2. Resolution 15,569 is attached hereto and incorporated by reference as though fully set forth herein, as Exhibit A.

SECTION 3. This Director Order supersedes DES Order No. 22-03 issued on June 22, 2022.

SECTION 4. In accordance with Resolution 15,569 the following water conservation measures are in effect during the continued declaration of a local emergency due to drought conditions and lack of adequate water supply:

- a. Watering of lawns, **functional turf**, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
- b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY.
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)
 - iv. No watering between 9 a.m. and 6 p.m. (daylight savings time)
- c. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, **food plants**, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sports activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

*DES Order No. 22-04
September 7, 2022*

- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of **non-functional** turf on medians with potable water is prohibited.
- l. **Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.**
- m. **Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.**
- n. **Trees in public spaces may be irrigated more frequently, but only as necessary, to maintain tree well-being for human health and safety as determined by the Emergency Services Director.**

SECTION 5. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Warning Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City shall give written notice of the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice shall contain a description of violation, educational notice listing all prohibited water waste, and provide resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Notice to Correct	For a second violation, the City shall give a written notice to correct the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice to correct shall contain a description of the violation, request to correct the violation, a statement of the possible

*DES Order No. 22-04
September 7, 2022*

		penalties for violation, and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Citation & Fine	For a third violation, the City shall issue an administrative citation and fine in the amount of \$100 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fourth Violation	Citation & Fine	For a fourth violation, the City shall issue an administrative citation and fine in the amount of \$500 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fifth / Additional Violations	Citation & Fine	For a fifth violation, the City shall issue an administrative citation and fine in the amount of \$1000 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal. The City may impose such other penalty or fine as deemed appropriate by the City Manager, and consistent with Oxnard City Code, until such time that the City Manager determines that further violations are not likely to occur.

///

///

///

///

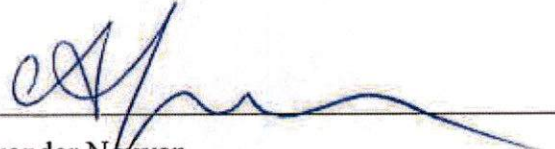
*DES Order No. 22-04
September 7, 2022*

SECTION 6. This Director Order shall become effective on September 7, 2022.

SECTION 7. This Director Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 9/06/2022

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:


Rose Chaparro, City Clerk 9/7/22

 9/6/2022
Stephen M. Fischer, City Attorney

DES Order No. 22-04
September 7, 2022

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,646

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(C)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 which proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution 15,628 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on July 28, 2022, the City Council adopted Resolution 15,609 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on September 20, 2022, the City Council adopted Resolution 15,631 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, the City Council ratified Director's Order No. 22-04 on September 20, 2022, and has determined the provisions of that order shall remain in effect and is attached as Exhibit A; and

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations.

///

///

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

PASSED AND ADOPTED THIS 15 day of November 2022, by the following vote:

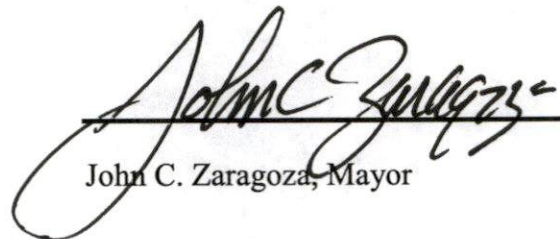
AYES: Councilmembers Basua, MacDonald, Perello, Teran and Zaragoza

NOES: None.

ABSENT: Councilmember Madrigal

ABSTAIN None.

:


John C. Zaragoza, Mayor

ATTEST:

 11/15/22

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

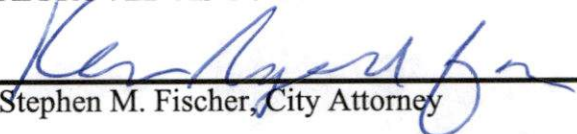

Stephen M. Fischer, City Attorney

EXHIBIT A
(Director of Emergency Services Order 22-04)

CITY OF OXNARD

DIRECTOR ORDER NO. 22-04

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, Government Code section 8630 in conjunction with Chapter 6, section 3 subparagraph (C)(1) of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 proclaiming the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 22, 2022, the City Manager acting as the Director of Emergency Services promulgated Director's Order No. 22-03 updating the City's water conservation measures adopted by the City Council in Resolution 15,569; and

WHEREAS, Stage 2 water shortage conditions exist within the City; and

WHEREAS, a new Director's Order is required to comply with ongoing water conservation mandates from the State of California, the State Water Resources Control Board, the Metropolitan Water District of Southern California, and Calleguas Municipal Water District; and

WHEREAS, the Director of Emergency Services pursuant to OCC section 6-3(C)(1), herein shall issue updated water conservation measures, superseding DES Order No. 22-03, and amending in part the conservation measures set forth in Resolution 15,569; and

WHEREAS, this Director's Order includes the amended mandatory water conservation measures applicable to City water users in bold; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

*DES Order No. 22-04
September 7, 2022*

WHEREAS, Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events; and

WHEREAS OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: “Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;” and

WHEREAS, the Metropolitan Water District of Southern California’s (“MWD”) Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: “Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to no more than 10 minutes, effective July 1;” and

WHEREAS, the City’s watering duration limitations must be consistent with MWD’s limitations; and

WHEREAS, State Water Project suppliers, including MWD, have indicated their intent to penalize non-compliant purveyors (such as the City) with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, MWD’s Emergency Water Conservation Program Handbook, at Section 3.1.6., establishes exceptions to 1-day outdoor watering restrictions including: “locally-determined exceptions which reflect modest community choice will be considered.”; and

WHEREAS, the State Water Resources Control Board has provided information that signals their intent to prioritize the irrigation of trees to ensure the health of trees and urges the continuation of watering of trees during the drought; and

WHEREAS, Trees provide clean air, reduce urban heat islands, capture stormwater, improve water quality, reduce flood risk, stabilize soil, and provide habitat to wildlife.

///

///

///

///

///

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

*DES Order No. 22-04
September 7, 2022*

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated by reference into this Order as though fully set forth herein.

SECTION 2. Resolution 15,569 is attached hereto and incorporated by reference as though fully set forth herein, as Exhibit A.

SECTION 3. This Director Order supersedes DES Order No. 22-03 issued on June 22, 2022.

SECTION 4. In accordance with Resolution 15,569 the following water conservation measures are in effect during the continued declaration of a local emergency due to drought conditions and lack of adequate water supply:

- a. Watering of lawns, **functional turf**, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
- b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY.
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)
 - iv. No watering between 9 a.m. and 6 p.m. (daylight savings time)
- c. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, **food plants**, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sports activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

*DES Order No. 22-04
September 7, 2022*

- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of **non-functional** turf on medians with potable water is prohibited.
- l. **Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.**
- m. **Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.**
- n. **Trees in public spaces may be irrigated more frequently, but only as necessary, to maintain tree well-being for human health and safety as determined by the Emergency Services Director.**

SECTION 5. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Warning Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City shall give written notice of the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice shall contain a description of violation, educational notice listing all prohibited water waste, and provide resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Notice to Correct	For a second violation, the City shall give a written notice to correct the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice to correct shall contain a description of the violation, request to correct the violation, a statement of the possible

*DES Order No. 22-04
September 7, 2022*

		penalties for violation, and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Citation & Fine	For a third violation, the City shall issue an administrative citation and fine in the amount of \$100 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fourth Violation	Citation & Fine	For a fourth violation, the City shall issue an administrative citation and fine in the amount of \$500 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fifth / Additional Violations	Citation & Fine	For a fifth violation, the City shall issue an administrative citation and fine in the amount of \$1000 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal. The City may impose such other penalty or fine as deemed appropriate by the City Manager, and consistent with Oxnard City Code, until such time that the City Manager determines that further violations are not likely to occur.

///

///

///

///

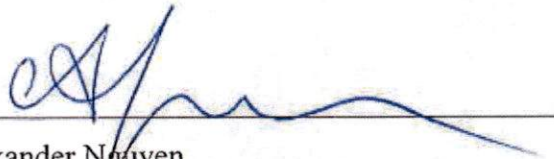
*DES Order No. 22-04
September 7, 2022*

SECTION 6. This Director Order shall become effective on September 7, 2022.

SECTION 7. This Director Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 9/06/2022

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:

R. Chaparro
Rose Chaparro, City Clerk 9/7/22

 9/6/2022
Stephen M. Fischer, City Attorney

DES Order No. 22-04
September 7, 2022

**CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,658**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 8630(c)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 which proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution 15,628 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on July 28, 2022, the City Council adopted Resolution 15,609 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on September 20, 2022, the City Council adopted Resolution 15,631 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, on November 15, 2022, the City Council adopted Resolution 15,646 which determined that there was a need to continue the local emergency due to continued drought conditions and lack of adequate water supply; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist; and

WHEREAS, the City Council ratified Director's Order No. 22-04 on September 20, 2022, and has determined the provisions of that order shall remain in effect and is attached as Exhibit A; and

WHEREAS, pursuant to Government Code section 8634, and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

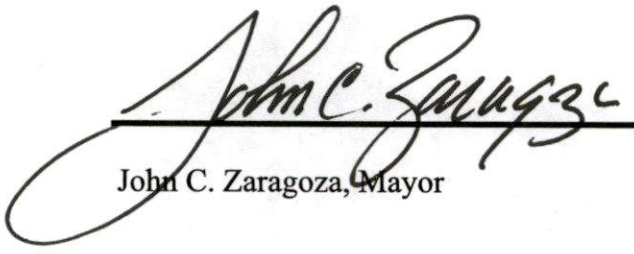
PASSED AND ADOPTED THIS 3rd day of January 2023, by the following vote:

AYES: Councilmember Basua, MacDonald, Perello, Teran and Zaragoza

NOES: None.

ABSENT: Councilmember Madrigal

ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:

 1/3/23

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 1/3/2023
Stephen M. Fischer, City Attorney

Resolution No. 15,658

Local Emergency Continuance Pursuant to Government Code Section 8630(c)

Page 3

EXHIBIT A

(Director of Emergency Services Order 22-04)

CITY OF OXNARD

DIRECTOR ORDER NO. 22-04

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD MODIFYING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, Government Code section 8630 in conjunction with Chapter 6, section 3 subparagraph (C)(1) of the Oxnard City Code ("OCC") empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services, to promulgate orders and regulations during the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 proclaiming the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 22, 2022, the City Manager acting as the Director of Emergency Services promulgated Director's Order No. 22-03 updating the City's water conservation measures adopted by the City Council in Resolution 15,569; and

WHEREAS, Stage 2 water shortage conditions exist within the City; and

WHEREAS, a new Director's Order is required to comply with ongoing water conservation mandates from the State of California, the State Water Resources Control Board, the Metropolitan Water District of Southern California, and Calleguas Municipal Water District; and

WHEREAS, the Director of Emergency Services pursuant to OCC section 6-3(C)(1), herein shall issue updated water conservation measures, superseding DES Order No. 22-03, and amending in part the conservation measures set forth in Resolution 15,569; and

WHEREAS, this Director's Order includes the amended mandatory water conservation measures applicable to City water users in bold; and

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"); and

WHEREAS, the State Water Resources Control Board has defined non-functional turf, which in general is considered to be turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

*DES Order No. 22-04
September 7, 2022*

WHEREAS, Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events; and

WHEREAS OCC Sec. 22-136(B)(3) establishes limits on watering duration as follows: "Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station;" and

WHEREAS, the Metropolitan Water District of Southern California's ("MWD") Emergency Water Conservation Program Handbook, at Section 3.1.1., establishes eligible outdoor water restriction criteria as follows: "Metropolitan does not specify the day of the week or any method of even/odd house numbering for the watering restrictions. Metropolitan does, however, require that Member Agencies limit watering times to prevent substitution of water use from restricted days to permitted days. For this purpose, watering duration will be limited to no more than 10 minutes, effective July 1;" and

WHEREAS, the City's watering duration limitations must be consistent with MWD's limitations; and

WHEREAS, State Water Project suppliers, including MWD, have indicated their intent to penalize non-compliant purveyors (such as the City) with volumetric penalties of up to \$2,000 per acre-foot that exceeds defined allocations established or do not comply with mandatory restriction criteria; and

WHEREAS, MWD's Emergency Water Conservation Program Handbook, at Section 3.1.6., establishes exceptions to 1-day outdoor watering restrictions including: "locally-determined exceptions which reflect modest community choice will be considered."; and

WHEREAS, the State Water Resources Control Board has provided information that signals their intent to prioritize the irrigation of trees to ensure the health of trees and urges the continuation of watering of trees during the drought; and

WHEREAS, Trees provide clean air, reduce urban heat islands, capture stormwater, improve water quality, reduce flood risk, stabilize soil, and provide habitat to wildlife.

///

///

///

///

///

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

*DES Order No. 22-04
September 7, 2022*

SECTION 1. The recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated by reference into this Order as though fully set forth herein.

SECTION 2. Resolution 15,569 is attached hereto and incorporated by reference as though fully set forth herein, as Exhibit A.

SECTION 3. This Director Order supersedes DES Order No. 22-03 issued on June 22, 2022.

SECTION 4. In accordance with Resolution 15,569 the following water conservation measures are in effect during the continued declaration of a local emergency due to drought conditions and lack of adequate water supply:

- a. Watering of lawns, functional turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
- b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY.
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)
 - iv. No watering between 9 a.m. and 6 p.m. (daylight savings time)
- c. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, food plants, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sports activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

*DES Order No. 22-04
September 7, 2022*

- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of **non-functional** turf on medians with potable water is prohibited.
- l. **Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.**
- m. **Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station.**
- n. **Trees in public spaces may be irrigated more frequently, but only as necessary, to maintain tree well-being for human health and safety as determined by the Emergency Services Director.**

SECTION 5. The Oxnard Water Division shall take the following actions when water waste is reported or observed:

First Violation	Warning Letter 7 Day Post Letter Follow Up Phone Call	For a first violation, the City shall give written notice of the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice shall contain a description of violation, educational notice listing all prohibited water waste, and provide resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources
Second Violation	Notice to Correct	For a second violation, the City shall give a written notice to correct the violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice to correct shall contain a description of the violation, request to correct the violation, a statement of the possible

*DES Order No. 22-04
September 7, 2022*

		penalties for violation, and a statement informing the customer of his/her right to request an adjustment or an appeal.
Third Violation	Citation & Fine	For a third violation, the City shall issue an administrative citation and fine in the amount of \$100 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fourth Violation	Citation & Fine	For a fourth violation, the City shall issue an administrative citation and fine in the amount of \$500 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal.
Fifth / Additional Violations	Citation & Fine	For a fifth violation, the City shall issue an administrative citation and fine in the amount of \$1000 to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The citation shall contain a description of the violation, fine amount and a statement informing the customer of his/her right to request an adjustment or an appeal. The City may impose such other penalty or fine as deemed appropriate by the City Manager, and consistent with Oxnard City Code, until such time that the City Manager determines that further violations are not likely to occur.

///

///

///

///

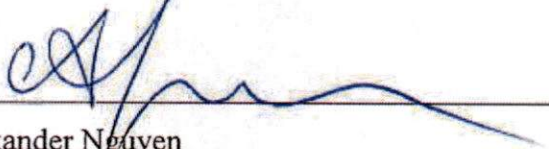
*DES Order No. 22-04
September 7, 2022*

SECTION 6. This Director Order shall become effective on September 7, 2022.

SECTION 7. This Director Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Director Order to be filed in the Office of the City Clerk.

Dated: 9/06/2022

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:


Rose Chaparro, City Clerk 9/7/22

 9/6/2022
Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

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

DATE: February 21, 2023
TO: City Council
FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org
SUBJECT: Appointment of Members to Serve on the City's CAG's. (5 minutes)

RECOMMENDATION

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

1. To Senior Services Commission: Clark Owens (D1);
2. To Community Relations Commission: Helaine Stallion (D1) and Tiffany Lopez (at large);
3. To Cultural Arts Commission: Teodoro Lopez (D1);
4. To Parks, Recreation and Community Services Commission: Miguel Fernandez (D1); and
5. To Planning Commission: Steven Nash (D1).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/86L-XAZEhEY>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment.

DISCUSSION

1. Senior Services Commission (SSC):

The SSC analyzes, defines and investigates issues and needs of the senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of the senior citizens and treatment of senior citizens. The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday. For this purpose, Councilmember Perello nominates Clark Owens to represent D1, who has passed the City's formal background check procedures.

2. Community Relations Commission (CRC):

The CRC's powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of a person on a basis other than individual merit. The CRC promotes mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices. The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Perello nominates Helaine Stallion to represent D1, and Mayor Zaragoza nominates Tiffany Lopez to represent the City at large. Both candidates have passed the City's formal background check procedures.

3. Cultural Arts Commission (CAC):

The CAC advises on all matters related to cultural arts, including public art, in the City. The CAC is composed of seven members, all of whom must reside in the City, be over the age of 18, and have a special knowledge or interest in the arts. For this purpose, Councilmember Perello nominates Teodoro Lopez to represent D1, who has passed the City's formal background check procedures.

4. Parks, Recreation and Community Services Commission (PRCSC):

The PRCSC is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC serves as a liaison between the City Council and the community on matters related to parks, recreation and community services activities in the City. The Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Perello nominates Miguel Fernandez to represent D1. This individual has passed the City's formal background check procedures.

5. Planning Commission:

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Perello nominates Steven Nash to represent D1, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's CAGs, committees, and boards.

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 no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. 02.21.23 Appointment of Members to Serve on the City's CAGs (1)

Appointment of Members to Serve on the City's CAGs

City Council

February 21, 2023

Samantha Shapiro, Project Manager

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

1. To Senior Services Commission: Clark Owens (D1);
2. To Community Relations Commission: Helaine Stallion (D1) and Tiffany Lopez (at large);
3. To Cultural Arts Commission: Teodoro Lopez (D1);
4. To Parks, Recreation and Community Services Commission: Miguel Fernandez (D1); and
5. To Planning Commission: Steven Nash (D1).

SENIOR SERVICES COMMISSION

Function	Analyzes, defines and investigates issues and the needs of senior citizens in the City and advises the City Council on such matters; Develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations; and Disseminates information and educational materials and reports that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens.
Requirements	• 7 members • Resident of the City • Must have reached their 50th birthday
Nomination	• Councilmember Perello nominates Clark Owens (DI)

COMMUNITY RELATIONS COMMISSION

Function	• Analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit • Promoting mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices
Requirements	7 members must reside in City and be over age 18
Nomination	• Councilmember Perello nominates Helaine Stallion (DI) • Mayor Zaragoza nominates Tiffany Lopez (at large)

CULTURAL ARTS COMMISSION

Function	Advises on all matters related to cultural arts, including public art, in the City.
Requirements	•7 members •Resident of the City •Must be at least 18 years of age
Nomination	• Councilmember Perello nominates Teodoro Lopez (DI)

PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION

Function	Is concerned with all matters pertaining to the parks, recreation and community services activities in the City and serves as a liaison between the City Council and the community on such matters.
Requirements	7 members must reside in City and be over age 18
Nomination	• Councilmember Perello nominates Miguel Fernandez (DI)

PLANNING COMMISSION

Function	• Preparing, reviewing and revising General Plan • Implementing General Plan through various specific plans, zoning and subdivision ordinances • Promoting coordination of local plans and programs with the plans and programs of other public agencies • Annually reviewing City's capital improvement program for consistency with General Plan • Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned
Requirements	7 members must reside in City and be over age 18
Nomination	• Councilmember Perello nominates Steven Nash (DI)



THE END



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

DATE: February 21, 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 17, 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 17 2023 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 17, 2023

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

At 4:33 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, (concurrently with the Community Development Commission Successor Agency), 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 4:54 p.m.

Councilmember Oscar Madrigal joined the meeting at 6:39 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; Michelle (Elle) McCarron, Assistant City Attorney; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Joe Pearson II, AICP, Planning & Sustainability Manager; Tai P. Chau, PE, QSD/P, Supervising Civil Engineer; Betsy George, Chief Financial Officer; Steve Naveau, Human Resources Director; Emilio Ramirez, Housing Director; Elsa Brown, Affordable Housing Manager; Terrel Harrison, Cultural & Community Services Director; Adam Smith, Project Manager; Samantha Shapiro, Project Manager; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Staff member Shiri Klima, Deputy City Manager; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; and Kathleen Mallory, Planning & Sustainability Manager participated via videoconference.

Rachel Om, AICP, with Fehr & Peers; Randy Westhaus with Tetra Tech; and Jeff Hoskinson with Atkinson, Andelson, Loya, Ruud & Romo also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Community Development Commission Successor Agency.

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

C. **CLOSED SESSION (4:30 PM)**

1. 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

At 4:33 p.m., the City Council recessed to a closed session. At 5:02 p.m., the City Council reconvened in open session in the Council Chambers. The City Council by a vote of 4 to 0, with Councilmember Madrigal and Councilwoman Basua absent has directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

D. OPENING CEREMONIES (5:00 PM)

The flag salute was followed by a moment of silence.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Maria Ventura (Gas Company increased rates).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen reminded the community about the series of meetings being conducted to inform residents about the cost of water and future water rates. The next community meeting is scheduled for Monday, January 23, 2023, starting at 6:00 – 8:00 p.m., at the River Ridge Clubhouse. City Manager Nguyen made an additional announcement concerning the rate increases for natural gas (additional \$250,000 increase in costs), compressed natural gas rates (costs tripled), and diesel fuel. (\$300,000 increase in costs).

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.

It was moved by Mayor Pro Tem MacDonald, 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.

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

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's CAGs.

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

1. To Senior Services Commission: Alice Sweetland (D2);
2. To Community Relations Commission: Cynthia Gonzalez (D2);
3. To Parks, Recreation and Community Services Commission: Chris Hernandez (D2);
4. To Commission on Homelessness: Rene Camper-Stewart (D2); and
5. To Planning Commission: Vincent Stewart (D2).

It was moved by Councilmember Teran, seconded by Councilmember Basua, 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. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 through J.10 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Tevin Schmitt (J.8) and Luis Montalvo (J.8).

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the December 20, 2022 regular meeting as presented.

2. Public Works Department

SUBJECT: Purchase Order #7991 Change Order with Velocity Truck Centers.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order Change Order with Velocity Truck Centers for an additional \$116,278.00 for a new not-to-exceed amount of \$8,476,576.80 for the purchase of refuse trucks for the Environmental Resources Division.

(This item is not subject to the California Environmental Quality Act.)

(The original Purchase Order with Velocity Truck Centers was approved by Council on March 2, 2021.)

3. Public Works Department

SUBJECT: Agreement 32300160 with Venco Electric Inc. for Advanced Water Purification Facility Finished Water Pump Variable Frequency Drive Electrical Rehabilitation Project, Specification No. PW 23-04.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$262,560.00 in Project funds for the Advanced Water Purification Facility Finished Water Pump Variable Frequency Drive Electrical Rehabilitation Project (No. 226504/C2023):

1. The execution of an Agreement with Venco Electric Inc. in the amount of \$218,800.00 for the Project;
2. A Project contingency amount of \$21,880.00 for the Project; and
3. A Project allocation amount of \$21,880.00 for engineering, inspection, and project management for the Project.

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

(This item did not originate in Committee.)

4. Public Works Department

SUBJECT: Construction Agreement 32300166 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing for South Oxnard Center Roof Replacement Project, Specification No. PW 23-32.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$779,952 in Project funds for the South Oxnard Center Roof Replacement Project (Project No. 205502/C2010):

1. Execute Agreement 32300166 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing in the amount of \$649,960 for the Project;
2. A Project contingency amount of \$64,996 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing for a total not to exceed value of \$714,956 for the Project; and
3. A Project allocation amount of \$64,996 for engineering, inspection, survey and project management for the Project.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations Section 15301(d).)

(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.)

5. Public Works Department

SUBJECT: Agreement 32300156 with CCS Los Angeles Janitorial, Inc. for Custodial Services at Oxnard Transportation Center.

RECOMMENDATION: That the City Council approve and authorize an Agreement with CCS Los Angeles Janitorial, Inc. for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of \$600,000 to provide custodial services for the Oxnard Transportation Center.

(This item is not considered a project under the California Environmental Quality Act).

(This item did not originate in Committee.)

6. City Manager Department

SUBJECT: Eighth Annual Recognized Obligation Payment Schedule 2023-24.

RECOMMENDATION: That the Community Development Commission Successor Agency adopt **CDCSA Resolution No. 43** approving the Eighth Annual Recognized Obligation Payment Schedule (ROPS) 23-24 covering the period of July 1, 2023 - June 30, 2024.

7. Police Department

SUBJECT: **Resolution No. 15,661** Commending Regina Martin for Thirty-Two Years of Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,661** commending Regina Martin for Thirty-Two Years of Service to the City of Oxnard.

(This item did not originate in Committee.)

8. Community Development Department

SUBJECT: Adoption of **Ordinance No. 3022** - Regulating the Use and Distribution of Expanded Polystyrene Foodware and Products in the City of Oxnard.

RECOMMENDATION: That the City Council adopt **Ordinance No. 3022** titled "Ordinance of the City of Oxnard, California 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.

9. Public Works Department

SUBJECT: Public Project Agreement 32300205 with Pacific Builders and Roofing, Inc. dba WSP Roofing for Sturgis Annex Roof Replacement Project, Specification No. PW 23-31.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$1,277,685.36 in Project funds for the Sturgis Annex Roof Replacement Project, Specification No. PW 23-31 (Project No. MO2111 / C2039):

1. The execution of Agreement 32300205 with Pacific Builders and Roofing, Inc. dba WSP Roofing in the amount of \$1,064,737.80 for the Project;
2. Authorize a Project contingency amount of \$106,473.78 with Pacific Builders and Roofing, Inc. dba WSP Roofing for a total not to exceed value of \$1,171,211.58 for the Project; and
3. A Project allocation amount of \$106,473.78 for engineering, inspection, survey and project management for the Project; and
4. Authorize the Finance Director or designee to approve a budget appropriation for the use of this Project in the total amount of \$278,686 from the available fund balance in the Measure O Sales Tax Fund (104).

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

(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.)

10. Fire Department

SUBJECT: Professional Services Agreement No. 32300227 with On Duty Health, PLLC for Fire Department Annual Wellness Exams.

RECOMMENDATION: 1. That the City Council authorize approval of Agreement No. 32300227 with On Duty Health, PLLC to provide annual wellness exams for the Fire Department in the amount of \$98,280 per year for three years for a total not to exceed amount of \$294,840.

2. That the City Council find that the approval of the agreement is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2).

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

K. REPORTS

1. Public Works Department

SUBJECT: Caltrans Required Local Roadway Safety Plan.

RECOMMENDATION: That the City Council:

1. Receive a presentation and comment on the Local Roadway Safety Plan and
2. Adopt the Caltrans Required Local Roadway Safety Plan as final.

(This item is not considered a project under the California Environmental Quality Act.)

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

Michael Wolfe, Public Works Director introduced Rachel Om, AICP, with Fehr & Peers who presented and answered questions. Public comments were received from Lawrence Stein. 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.

2. Human Resources Department

SUBJECT: **Resolution No. 15,662** Approving Increase to the Fire Department's Total Allocated Positions.

RECOMMENDATION: That the City Council Approve and Adopt **Resolution No. 15,662** to Amend Resolution No. 15,593 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations.

Steve Naveau, Human Resources Director and Alexander Hamilton, Fire Chief presented and answered questions. Public comments were received from Lawrence Stein.

It was moved by Mayor Pro Tem MacDonald, 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.

3. Housing Department

SUBJECT: Downtown Oxnard Improvement Association Annual Update.

RECOMMENDATION: That the City Council receive and file the 2021-22 Fiscal Year Annual Update and presentation on the Downtown Oxnard Improvement Association.

(This item did not originate in Committee.)

Emilio Ramirez, Housing Director and Steve Huber, President of the Downtown Oxnard Improvement Association presented and answered questions. No public comments were received. The report was received and filed, no formal action was required.

4. Community Development Department

SUBJECT: Planning and Zoning Permit No. 22-600-02 (Pre-Application); Pre-Application Review of the Rio Del Valle Campus Expansion Master Plan, Located at 3100 North Rose Avenue (APN: 144-0-110-445; -220; -055; & -590). Project Name: Rio Del Valle Campus Expansion Master Plan.

RECOMMENDATION: That the City Council review and provide preliminary comments on a pre-application for a master plan to expand the Rio Del Valle school campus, including the required annexation, general plan amendment, pre-zoning, greenbelt amendment, expanded school uses, and bus storage and maintenance facility.

Joe Pearson II, AICP, Planning & Sustainability Manager; Tanner Shelton, AICP, Senior Planner and Consultants Randy Westhaus with Tetra Tech and Jeff Hoskinson with Atkinson, Andelson, Loya, Ruud & Romo presented and answered questions.

Public comments were received from the applicant, Dr. John Puglisi, Superintendent for the Rio School District and Eleanor Torres, Vice President of Programs and Board President for the Rio School District. Written comments were received and provided to Council. The report was received and filed, no formal action was required.

5. City Manager Department

SUBJECT: Determination of Future Uses of Sports Park & College Park.

RECOMMENDATION: 1. That the City Council, based on the Parks and Recreation Master Plan and outcomes of Sports Park Idea Day, designate the future use at Sports Park to be a baseball/softball complex and designate the future use at College Park to be a soccer complex.

2. That the City Council find that its action is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2).

(Community Services, Public Safety, Housing and Development Committee voted 2-1 to move this item forward for Council discussion without a recommendation.)

Alexander Nguyen, City Manager presented and answered questions.

Public comments were received from Margo Byrne, Michael Gleason, Carla Andres, Jenny Cardenas, Leyna Jones, Tito Rojas, Lawrence Stein, Luciano Ortiz, Bella Webb, Justin Tapia, Chris Crotty, Wendi Cool, Larry Bruyere, Greg Kunyda, Sophia Drake, Juan Aregon, Chris Hernandez, Angela Whitecomb, Miguel Fernandez, and Francisco Cardena. Written

comments were received and provided to Council.

It was moved by Councilmember Basua, seconded by Mayor Zaragoza, to approve the recommended action as presented. VOTE: Basua, Madrigal, Teran, and Zaragoza voted in favor; MacDonald and Perello voted against; motion passed 4-0.

At 9:52 p.m., City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

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

6. Finance Department

SUBJECT: Discuss General Fund Bonding/Debt Capacity and Long Range Planning Considerations. (20 minutes)

RECOMMENDATION: That the City Council receive and file a report from the Finance Department regarding General Fund bonding capacity and long-range planning considerations

(This item did not originate in Committee)

Betsy George, Chief Financial Officer presented and answered questions. Public comments were received from Lawrence Stein. The report was received and filed, no formal action was required.

7. City Manager Department

SUBJECT: Revision of the Approved Conceptual Design for South Oxnard Aquatics Center and Professional Services Agreement Amendment with the design architect, ELS Architecture + Urban Design. (40 minutes)

RECOMMENDATION: That the City Council:

1. Approve a revision to the approved conceptual design for the South Oxnard Aquatics Center (SOAC) Improvement Project (Project No. 225502) to include a 30-meter pool;
2. Approve an amendment to the professional services agreement with ELS Architecture + Urban Design in an amount of \$75,000 for a total not to exceed amount of \$3,975,057 and extend the contract terms to July 24, 2026; and
3. Find this project is currently undergoing California Environmental Quality Act Mitigated Negative Declaration (CEQA - MND) study pursuant to Title 14 of the California Code of Regulations Sections 15070 through 15075. The CEQA - MND will be completed and ready for final review and approval by the City Council at the time of construction award.

(This item did not originate in Committee as this is a capital improvement project)

specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

Ashley Golden, Assistant City Manager and Michael Wolfe, Public Works Director presented and answered questions. Public comments were received from Angela Whitecomb, David Vandenberg, and Miguel Fernandez. Discussion ensued among the Council and staff.

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

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 11:22 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. J.2

DATE: February 21, 2023

TO: City Council

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

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION

That the City Council receive and file the list of City Manager approved contracts for the period June 1, 2022 through December 31, 2022.

BACKGROUND

On June 12, 2018, the City Council approved Ordinance No. 2943 changing the City's Purchasing Procedures. Ordinance No. 2943 increased the threshold for City agreements/contracts, change orders/amendments and purchase orders allowing the City Manager to award and execute any procurement contract or purchase order up to \$200,000 annually. Additionally, the City Manager may execute any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed \$200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between \$101,000 to \$200,000 annually (including all prior amendments) for the period between June 1, 2022 through December 31, 2022.

STRATEGIC PRIORITIES

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.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. City Manager Contract List

City Manager Contract List - June 10, 2022, through December 31, 2022
Contracts from \$100,000.01 to \$200,000.00 Annually

	Date	Vendor	Purpose	Value of Item	
				Signed	Total Value
1	6/20/2022	Amrep, Inc.	Purchase order for parts and service for Environmental Resources refuse vehicles	\$125,000.00	\$125,000.00
2	6/20/2022	Vista Ford Lincoln Oxnard	Purchase of parts and service for City's Police vehicles	\$150,000.00	\$150,000.00
3	6/20/2022	County of Ventura Election Division	Purchase order for official ballots, legal publication, and candidate statements	\$119,778.40	\$119,778.40
4	6/20/2022	CBRE, Inc. (9576-22-HO)	First Amendment to agreement for professional services to include additional services related to the Housing Study	\$49,760.00	\$145,760.00
5	6/20/0222	Carollo Engineers, Inc. (9622-22-PW)	Agreement for professional services for the Aquifer Storage and Recovery (ASR) Well	\$180,000.00	\$180,000.00
6	6/23/2022	Michelli Measurement Group, Inc. (9680-22-PW)	Agreement for on-call Truck Scales Maintenance and Repairs Project, PW 22-101	\$175,000.00	\$175,000.00
7	6/23/2022	Robert Half International, Inc. (8863-19-FN)	Fourth Amendment to Intergovernmental Cooperative Purchasing Agreement's Participating for temporary staffing in Finance	\$30,000.00	\$180,000.00
8	6/27/2022	Comsite Pacific, Inc. dba: Pegasus Telecommunications Consulting Group (9642-22-PO)	Agreement for professional services for radio upgrade project for the Oxnard Police Department	\$165,000.00	\$165,000.00
9	7/6/2022	John Stephen Lewis	Agreement for professional services for implementation of the Rent Stabilization Program	\$150,000.00	\$150,000.00
10	7/12/2022	United Storm Water, Inc. (9693-22-PW)	Agreement for trade services for storm channel cleaning services of open channels maintained by the Wastewater Division	\$200,000.00	\$200,000.00
11	7/12/2022	Best Contracting Services, Inc. (9697-22-PW)	Agreement for on-call roof repair and maintenance services	\$190,000.00	\$190,000.00
12	7/14/2022	Converge Solutions US, LLC	Purchase order for CrowdStrike Falcon Security Software	\$153,244.00	\$153,244.00
13	7/15/2022	Central Coast Engineering (9665-22-PW)	Agreement for on-call plumbing maintenance and repair services project PW 22-99.	\$185,000.00	\$185,000.00
14	7/15/2022	Collicutt Energy Services, Inc. (9699-22-PW)	Agreement for on-call repair and maintenance of Cogenerators and EMD Generators Project PW 22-99.	\$175,000.00	\$175,000.00
15	7/18/2022	Pacific Coast Elevator Corporation dba Amtech Elevator Services (9648-22-CM)	Agreement for trade services for elevator preventative maintenance and on-call repair services	\$200,000.00	\$200,000.00
16	7/28/2022	Alistar Fire Equipment, Inc.	Purchase order for personal protective equipment and safety supplies	\$200,000.00	\$200,000.00
17	7/28/2022	Turning Point Foundation (8985-20-HO)	First Amendment to agreement to use HESG funding to provide emergency shelter for mentally ill homeless adults from Oxnard.	\$52,649.00	\$102,649.00
18	8/2/2022	Fastenal Company	Purchase order for maintenance and supplies for multiple departments throughout the City of Oxnard	\$113,700.00	\$200,000.00
19	8/9/2022	Consolidated Electrical Distributions	Purchase order for Industrial motor controls and process controls for Water and Wastewater Divisions	\$175,000.00	\$175,000.00
20	8/11/2022	New Image 2000 (9722-22-FN)	Agreement for trade services to provide citywide vehicle mobile washing and detailing services	\$125,000.00	\$125,000.00
21	8/17/2022	Condition Monitoring Services, Inc. (9709-22-PW)	Agreement for trade services to provide quarterly emission testing services for the Wastewater Treatment Plant	\$200,000.00	\$200,000.00
22	8/22/2022	Ventura County Auto Supply	Purchase order for fleet maintenance equipment	\$200,000.00	\$200,000.00
23	8/25/2022	Ferguson US Holdings, Inc.	Purchase order for supplies of pvc pipes, valves, and other related appurtenances	\$200,000.00	\$200,000.00
24	8/29/2022	Famcon Pipe & Supply, Inc.	Purchase order for maintenance, supplies and equipment for Public Works Divisions	\$200,000.00	\$200,000.00
25	8/30/2022	Building Block Entertainment	Educational presentations on water conservation and recycling assembly programs to elementary schools	\$150,000.00	\$150,000.00
26	8/31/2022	O'Reilly Auto Enterprises LLC dba O'Reilly Auto Parts	Purchase order for parts and supplies for the Fleet Services Division	\$120,000.00	\$200,000.00
27	8/31/2022	Velocity Truck Centers	To provide parts and service for refuse trucks	\$200,000.00	\$200,000.00

City Manager Contract List - June 10, 2022, through December 31, 2022
Contracts from \$100,000.01 to \$200,000.00 Annually

Date	Vendor	Purpose	Value of Item	
			Signed	Total Value
28 9/6/2022	Oxnard Convention & Visitors	Purchase order for Wayfinding Program	\$50,000.00	\$50,000.00
29 9/7/2022	AMREP, Inc.	To provide parts and services for the City's waste collection fleet	\$200,000.00	\$200,000.00
30 9/7/2022	Envision Ventura Ford Auto LLC dba Envision Ford Lincoln of Oxnard	To provide parts and repair shop services for the City's Police vehicles	\$140,000.00	\$200,000.00
31 9/7/2022	ESRI	Purchase order for GIS software system	\$132,200.00	\$132,200.00
32 9/9/2022	Emagined Security, Inc.	Implement a cyber security operations center	\$172,500.00	\$172,500.00
33 9/12/2022	Salado Enterprises (9721-22-FN)	Trade services agreement for vendor to provide citywide vehicle mobile washing and detailing services	\$200,000.00	\$200,000.00
34 9/12/2022	Garrett Custom Trailers	Purchase order for cargo mate 6000 lbs axles trailer	\$124,286.39	\$124,286.39
35 9/12/2022	Kimley Horn and Associates, Inc. (8791-19-PW)	First Amendment to professional services agreement for final design, bid phase and design support for the Oxnard Boulevard and Saviers Road Signal Improvement	\$57,677.00	\$194,947.00
36 9/14/2022	All-Safe Electric (9548-22-PW)	First Amendment to trade services agreement for on-call pump and motor repair services	\$100,000.00	\$200,000.00
37 9/14/2022	Comsite Pacific Inc., DBA: Pegasus Telecommunications Consulting Group (9642-22-PO)	Agreement for professional services for dispatch center upgrade project consulting for Oxnard Police Department	\$165,000.00	\$165,000.00
38 9/27/2022	Pollinate (8113-17-DS)	Second Amendment to agreement for professional services to extend the term and increase the cost for Ormond Beach coordinator services	\$49,999.00	\$199,999.00
39 10/11/2022	U.S National Corp dba Jimenez Painting Company (9776-22-PW)	Three-year term agreement for on-call painting services for Oxnard Wastewater Treatment Plant Project PW 22-136	\$175,000.00	\$175,000.00
40 10/13/2022	Flock Group Inc. (9610-22-PO)	To provide automated license plate recognition technology	\$105,000.00	\$175,000.00
41 10/26/2022	Arakelian Enterprises, Inc dba Crown Recycling Services (9455-21-PW)	First Amendment to trade services agreement for disposal of organic seed material for composting	\$126,000.00	\$150,000.00
42 11/11/2022	Garcia's Tree Maintenance Service Inc. (32300034)	Agreement for on-call grid pruning services. Spec. No. PW 23-50	\$180,000.00	\$180,000.00
43 11/29/2022	United Storm Water, Inc. (9793-22-PW)	Agreement for the storm drain catch basin trash excluder project (FY 2022/2023) PW 23-18	\$120,502.00	\$120,502.00
44 11/29/2022	Blackpointe Group Construction & Management Inc. (32300016)	Agreement for the RiverPark basin scheduled and on-call repair and maintenance services (rebid) PW 22-122R	\$180,000.00	\$180,000.00
45 11/30/2023	Bauer Compressors, Inc. (32300161)	For emergency medical and rescue equipment	\$183,141.32	\$183,141.32
46 12/6/2022	Pacific Coast Sound and Communications, Inc., dba Pacificcom (32300056)	For the on-call low cabling services project IT 23-29	\$170,000.00	\$170,000.00
47 12/14/2023	Pantheon Systems, Inc (32300189)	City public website hosting and management	\$135,000.00	\$135,000.00
48 12/20/2022	Anderson Refrigeration, Inc (32300092)	Refrigerant recovery and extraction from appliances collected and disposed at the Material Recovery Facility	\$200,000.00	\$200,000.00
49 12/27/2022	County First Fire dba County Fire Protection (32300124)	To provide inspection, maintenance and repair of fire extinguishers	\$200,000.00	\$200,000.00
50 12/29/2022	TG Consulting Services (32300132)	To provide training in all aspects of the City's licensing process including updating licensing forms, manuals, desk procedures, and city code	\$122,437.50	\$122,437.50
Contracts over \$200,000 authorized by City Council - Resolution No. 15,519				
Date	Vendor	Purpose	Value of Item Signed	Total Value
1 7/28/2022	The Regents of the University of California (8398)	Agreement to conduct a needs assessment for the City, examining the challenges and opportunities that low-income Oxnard youth encounter as they transition to adulthood.	\$300,000.00	\$300,000.00



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

DATE: February 21, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32300182 with MERITO Foundation, Agreement 32300196 with Reality Improv Connection, Inc. and Agreement 32300195 with KTU&A, Inc. for the Oxnard Beautification and Clean-up Program, Project C2317.

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$734,832 in Project funds for the Oxnard Beautification and Clean-up Program:

1. A Professional Services Agreement with the MERITO Foundation in the amount of \$219,001 for a term through June 30, 2024 for the Project;
2. A Professional Services Agreement with Reality Improv Connection, Inc. in the amount of \$245,948 for a term through June 30, 2024 for the Project; and
3. A Professional Services Agreement with KTU&A, Inc. in the amount of \$269,883 for a term through June 30, 2024 for the Project.

(Recommendation 1 is categorically exempt from the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations Section 15304(b); and Recommendations 2 and 3 are not projects subject to CEQA.)

(This item did not originate in Committee as this is a grant-funded project.)

BACKGROUND

The Clean California Local Grant Program (Program) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. The Program is one part of the nearly \$1.1 billion Clean California initiative that takes direct aim at the continuous trash generation that has overwhelmed California Department of Transportation (Caltrans) and its partners.

On January 4, 2022, City Council approved the grant application for an amount not to exceed \$5,000,000. The City applied for and received a grant award for \$3,549,129 in July of 2022 to beautify portions of Beck Park, Del Sol Park, Lemonwood Park, Southwinds Park, and beautify and expand the Camino del Sol Community Garden.

The project will remove an estimated 163,428 square feet of unused turf from the corners of the four parks. The turf areas will be replaced with drought tolerant, native, and habitat providing landscaping to beautify the areas.

The project will expand the community garden on the south side of the existing garden, where there currently exists a narrow sidewalk path and a large dirt area. This area frequently accumulates litter, illegal dumping, and encampments. The project will install new fencing around the garden, which will fence off the existing litter-prone area, and install new garden plots there for residents to use, along with new uniform internal fencing between garden plots. The community garden has been in high demand, with a waitlist steadily exceeding 30 residents and a waiting period of over one year for the last few years.

The project also involves the installation of trash receptacles in City parks, a city-wide litter abatement and illegal dumping prevention media campaign, and the coordination of park cleanup events.

The project was planned considering current and multiple needs in the City, as well as maximizing application scoring by considering the multi-objective criteria set forth by the grantor. Additionally, projects were chosen that fall in the State's designated disadvantaged community areas, as they are eligible to receive 100% funding, without the need for local match. The park beautification elements were goals set forth in the 2021 Parks and Recreation Master Plan (Recommendation #13, Page 11: "Transform turf to native or conservation plantings in appropriate areas"; and discussion on "Adding community gardens" on page 162). See <https://www.oxnard.org/city-department/public-works/oxnard-parks-and-recreation-master-plan/>.

DISCUSSION

Staff issued Requests for Proposals (RFP) for the projects and selected the firms to complete the work. Proposals were scored by using the following criteria: the qualifications and experience of the firm/organization, the firm/organization's approach, the firm/organization's proposed scope of services and schedule of work, and an evaluation of the proposed cost. Staff from the Cultural and Community Services Department and the Public Works Department participated in the evaluations, including the Assistant Cultural and Community Services Director, the Parks Manager, the Assistant Public Works Director, and the Grants Coordinator.

This grant-funded project has a tight timeline, with the grant period concluding June 30, 2024, and with no extensions possible.

Landscape Architecture RFP

The RFP was published on August 1, 2022, and all proposals were due September 8, 2022. No proposals were received, so the RFP was re-released on September 19, 2022, and all proposals were due October 14, 2022. A total of two proposals were received and scored by staff. KTU&A, Inc. was selected as the highest scoring firm and references were checked. The agreement with KTU&A, Inc. is for \$269,883. The scope of the agreement involves the landscape design and park beautification elements described above.

Youth Education RFP

The RFP was published on August 1, 2022, and all proposals were due September 8, 2022. A total of two proposals were received and scored by staff. The MERITO Foundation was selected as the highest scoring firm, and references were checked. The agreement with MERITO Foundation is for \$219,001. The scope of the agreement includes education and outreach for local educators focused on litter and illegal dumping prevention, youth education, and youth volunteer coordination. The youth education campaign will involve schools that are located within ¼ mile of the 12 park project sites. These schools include: RJ Frank Academy of Marine Science and Engineering (Camino del Sol Community Garden), Kamala Elementary (Beck Park), Lemonwood Elementary (Lemonwood Park), Cesar Chavez Elementary (Del Sol Park), Rose Avenue Elementary (Thompson Park), Art Haycox Elementary (Southwinds Park), Driffill Elementary (Community Center East Park), Dr. Manuel M. Lopez Academy of Arts and Sciences (Community Center East Park and Durley Park), Elm St. Elementary (Lathrop Park), Marina West Elementary (Marina West Park), McKinna Elementary (Durley Park), and Rose Avenue Elementary (Kohala Park).

Volunteer Coordination RFP

The RFP was published on August 1, 2022, and all proposals were due September 8, 2022. No proposals were received, so the RFP was re-released on September 19, 2022, and all proposals were due October 14, 2022. One proposal was received and the proposal was reviewed by staff. References were checked, and Reality Improv Connection, Inc. was selected as the firm to perform the service. The agreement with Reality Improv Connection, Inc. is for \$245,948. The scope of the agreement includes coordinating and leading community engagement and volunteerism focused on the cleanup of seven City parks (Colonia Park, Thompson Park, Community Center East Park, Lathrop Park, Marina West Park, Durley Park, and Kohala Park), and the four park beautification sites (Beck Park, Del Sol Park, Lemonwood Park, Southwinds Park, and the Camino del Sol Community Garden.) The sites were selected based on their disadvantaged

status per grant guidelines.

Following these determinations for all three RFPs, procurement staff reviewed all documentation received from all three providers. Based upon the available information and research performed to date, staff believes that all consultants are capable of satisfactorily completing the project.

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

The total cost for all three agreements shall not exceed \$734,832 for this phase of the Project. The Caltrans Clean California grant award for an amount not to exceed \$3,549,129 is funding these agreements 100%. There is no City match requirement and no impact to the General Fund.

For Finance Use Only: State & Local Grants Fund (Orgs. 2101001/to CIP 3013301), Project C2317 - CLEAN CA-OXNARD BEAUTIFICATION

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Agreement 32300196 - RIC1
2. Agreement 32300182 - MERITO
3. Agreement 32300195 - KTU&A

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND REALITY IMPROV CONNECTION, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Reality Improv Connection, Inc. ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is entered into as a result of the Restricted Grant Agreement ("RGA") entered into between CITY and the California Department of Transportation ("CALTRANS"), attached hereto as Exhibit D and incorporated herein by this reference, for OXNARD BEAUTIFICATION PROJECT VOLUNTEER COORDINATOR, Agreement No. 32300196 (the "Project"); and

WHEREAS, per item 26c in the RGA, CONSULTANT shall adhere to any and all sections, items, attachment(s), and amendment(s) of the RGA in addition to the terms of this Agreement; and

WHEREAS, in the event of any conflict between the terms of this Agreement or any other incorporated document or attachment, and the RGA, the terms of the RGA shall control; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the CITY desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, for OXNARD BEAUTIFICATION PROJECT VOLUNTEER COORDINATOR and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated

into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

1. SUMMARY DESCRIPTION OF SERVICES. [OXNARD BEAUTIFICATION PROJECT VOLUNTEER COORDINATOR]

2. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Reality Improv Connection, Inc. ("CONSULTANT"), a corporation of the State of California, located at 1300 Eastman Avenue, Ventura, California 93003

3. TERM OF AGREEMENT: From: February 22, 2023 To: June 30, 2024.

3.1 Time is of the essence in this Agreement.

3.2 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT: \$245,948

5. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Statement of Work (or "Scope of Services")
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements
Exhibit D: Restricted Grant Agreement
Exhibit E: Federal & State Funding - Caltrans Projects
Exhibit F: Living Wage Policy
Exhibit G: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Kevin Thompson	Name: Katherine Kasmir
Title: Parks Manager	Title: Executive Director
Phone: 508-385-7951	Phone: 805-338-8646
Email: kevin.thompsonpw@oxnard.org	Email: katherine@briteyouth.org
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Building 3	
Oxnard, California 93030	

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.4 All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. CONSULTANT'S SERVICES.

8.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY will be receiving State and/or Federal grant funds. CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount that is listed in "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. 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. Invoices may be emailed to: pwinvoices@oxnard.org

10.2 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.

10.3 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 Subcontracted CONSULTANTS.

10.4 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.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

15. LAWFUL PERFORMANCE.

15.1 Lawful Performance. CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has

had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. . Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if CONSULTANT asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 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. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. [RESERVED]

28. [RESERVED]

29. [RESERVED]

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. 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.

33. 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.

34. 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.

35. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's

Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

REALITY IMPROV CONNECTION, INC.

☒ John Z. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

Katherine Kasmir, CEO Date

Kimberly Dallape, CFO Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any property lease over \$100,000 annually, over 3 years, or both. The City Manager may authorize and execute any such lease up to \$100,000 annually if up to 3 years. The Purchasing Manager may authorize and execute any such lease up to \$50,000 annually if up to 3 years.

The City requires the following for any contract:

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

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

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Reality Improv Connection, Inc.)

SCOPE OF SERVICES

The primary objectives of the project include, but are not limited to the following:

- Coordinate and lead community engagement
- Coordinate volunteers and neighborhood councils, and hire temporary employees to participate in cleanup and beautification activities

Task 1: Project Management

February 2023 through June 2024:

The Consultant will coordinate all efforts for the Oxnard Beautification Volunteer Coordination project. The Consultant will provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work. The Consultant will facilitate regular project progress meetings and provide monthly written updates on the project status and budget.

The Consultant will coordinate meetings with City staff and community stakeholders. The Consultant is responsible for developing meeting information and an agenda prior to the meeting and meeting minutes within three business days following the meeting with a complete action tracking log.

The Consultant will submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

The Consultant will meet all goals and objectives with the project completed on June 30, 2024.

March 2023 through March 2023:

The Consultant will facilitate a “kick-off” meeting with the City’s staff, at the commencement of the Project, to discuss the scope and parameters of the Project. This includes preparing and distributing a draft agenda in advance of the meeting for review and comment by the City.

The Consultant will develop a detailed project schedule of the project within 2 weeks of the kickoff meeting.

The Consultant will develop a communications protocol to be followed by all team members to be submitted within one week of starting the project. The communication protocol will include standard project communication as well as emergency communication protocols, and will identify clear roles, responsibilities, and authorities, and will establish invoicing procedures and formatting.

Task 2 – Volunteer Coordination

The Consultant will perform all necessary work to conduct volunteer coordination for the Oxnard Beautification Project, including but not limited to the following:

February 2023:

The Consultant will make connections and confirm with existing community partners including other youth-serving organizations and agencies that serve unhoused youth and families, including Oxnard Unified School District staff that provide services to unhoused youth.

The Consultant will design and develop a detailed community engagement plan including public outreach, public education, volunteer recruitment and engagement, event planning, and execution.

Starting February 2023 – June 2024:

The community engagement plan should target a range of key age and interest groups. The consultant should utilize proven methods to gain participation from community groups, organizations, and individuals. Particular attention should be given to utilizing successful community outreach and facilitation methods unique to students, multicultural communities, and in multiple languages as necessary. Public outreach will include a bilingual social media presence or any other methods deemed valuable by the consultant. The community engagement should include community workdays and volunteerism coordination. Coordinating workday opportunities with local schools, school districts, local organizational groups, etc. should be considered.

The Consultant will perform a community outreach campaign that targets youth and families, utilizing focused outreach for students and multicultural community members to ensure successful recruitment. The consultant will organize and lead regular community cleanup events at the following seven parks, with the support of residents, volunteers, and City staff: Colonia Park, Thompson Park, Community Center East Park, Lathrop Park, Marina West Park, Durley Park, and Kohala Park. The events will also occur at the four park sites that are receiving turf removal beautification as part of the overall grant-funded project (Del Sol Park, Beck Park, Lemonwood Park, and Southwinds Park), and at the Camino del Sol community garden site.

Task 2 Subtasks

2.1 The consultant will coordinate a community volunteerism "Volunteer Corps" campaign. The consultant will work with residents, and those unemployed and/or unhoused, and/or young people to engage the community in the cleanup and beautification of the identified parks.

2.2 In total, there are an estimated 44 cleanup events to occur over the course of the project at these seven park sites, the previously described four park sites, and the community garden site. This program will set the foundation to continue community-based cleanups led by Oxnard's Neighborhood Councils, residents, and youth into the future. The consultant will coordinate with the efforts of the youth education component of the Oxnard Beautification project as beneficial.

2.3 The Consultant will work with community partners to recruit a paid workforce, focusing on the hiring of young people, including those unhoused. This workforce, including volunteering youth and families, will participate in the cleanup activities organized by the Consultant. The work will have the theme of a traveling festival of civic engagement and beautification picking up trash, painting over graffiti as needed, ~~trimming shrubs~~, and/or pulling weeds, as needed.

The Consultant will organize activities for some of the cleanup events to include celebratory activities, food, music, art activities, and educational components to build stewardship ethics for the parks.

2.4 As appropriate, the workforce and volunteer participants will support the work of installing native and drought-tolerant landscaping (a related project of the overall Oxnard Beautification grant project), and survey neighborhoods for future improvements.

2.5 At project end, a functioning volunteer program will have been created, with the processes established to continue the program as indefinitely as possible. The project will yield a developed “volunteer corps” that includes residents and youth, including those unhoused, and Neighborhood Councils to engage in the cleanup and beautification of the identified parks.

2.6 The Consultant will create or utilize an existing bilingual social media presence to provide outreach, event information, and education during the project.

2.7 The Consultant will purchase the supplies, and make the payment of wages and stipends necessary to implement the project, as described in Attachment A, Task C, and Task C “OC”. The Consultant will adhere to the project budget described therein.

EXHIBIT B**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Reality Improv Connection, Inc.)****SCHEDULE OF COMPENSATION**

Staff Costs:						
Staff Time (Agency):		Staff Hours	Rate Per Hour	CCLGP Total \$ (total includes 16% payroll expense & benefit mark-up)	Local Cash Match \$	In-kind Match \$
Party 1 -	Project Director	312	\$40.00	\$14,477		
Party 2 -	Project Manager	1560	\$35.00	\$63,336		
Party 3 -	Volunteer Coordination Specialist	1560	\$25.00	\$45,240		
Party 4 -	Media / Communications	312	\$30.00	\$10,858		
Party 5 -	Project Support Staff	780	\$25.00	\$22,620		
Party 6 -	Project Support Staff	780	\$20.00	\$18,282		
Subtotal Agency Costs:				\$174,812	\$0	\$0
Staff Time Example (Consultant/Subcontractor):		Staff Hours	Rate Per Hour	CCLGP Total \$	Local Cash Match \$	In-kind Match \$
Party 1 -						
Party 2 -						
Party 3 -						
Subtotal Consultant Costs:				\$0	\$0	\$0
Total Staff Costs (Agency & Consultant):						\$174,812
Indirect Costs:						
Approved ICAP/ICRP?	FALSE	If Approved ICAP/ICRP box is checked, provide Rate:				
Task Notes:						
The project will involve adult residents and unemployed and/or homeless individuals in the caretaking of the City's parks and public spaces. A consultant will be contracted to organize and implement a volunteer and paid community caretaking program that will establish a long-term foundation of local volunteerism focused on litter abatement and beautification. The project will create jobs that offer unemployed and homeless individuals to interact with the community and City staff, where they can make connections and receive income as they support Oxnard's litter abatement and beautification.						
Other Costs:						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
						Total \$

	Travel:	\$0
	Equipment:	\$0
	Supplies/Materials: Workday supplies (gloves, shovels, wheelbarrows, safety vests)	\$6,000
-	Supplies/Materials: Community Event expenses in connection with workdays	\$6,000

	Incentives:	\$0
	Other Direct Costs: Wages/stipends for homeless/unemployed residents, 2,816 hours, 16 people (\$19.00 x 2,816 units)	\$53,504
	Payroll taxes and expenses directly related to this payroll 2,816 hours, 16 people (\$2.00 x 2,816 units)	\$5,632
	Additional Other Direct Costs:	\$0
Subtotals:		\$71,136
TASK GRAND TOTAL:		\$245,948
CCLGP TOTAL :		\$245,948

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Reality Improv Connection, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-DD

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ABUSE AND MOLESTATION 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. If the Commercial General Liability Insurance policy referenced in Section 1a. above is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

c. 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";

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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

Agreement No. 32300195

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 SPACECOMPANY
LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [] 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: Sexual Abuse or Molestation Liability				EACH OCCURRENCE \$1,000,000

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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			
TYPE OF INSURANCE				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			
OTHER PROVISIONS							
Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.							
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.							
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.							
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.							
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.							
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US							
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 _____							

[illegible]

EXHIBIT D
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Reality Improv Connection)

City of Oxnard
Agreement Number CCL-5129-106 AMS
ADV ID: 0722000281
Page 1 of 19

RESTRICTED GRANT AGREEMENT
(CITY OF OXNARD AND CALTRANS)

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in Oxnard Beautification and Clean-up Program, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e) and the parties agree that **AGENCY** must satisfy all of the requirements of California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 ¹	 \$887,282.00 \$2,661,847.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	Total Project Costs	\$3,549,129.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee		05/09/2022	\$3,549,129.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Kevin Thompson, (805) 385-7951.
- b. **CALTRANS'** Contract Manager is Tammi Altamirano, (213) 366-2601. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

CITY OF OXNARD

Attention: Kevin Thompson, Parks Manager
 Phone Number: (805) 385-7951
 Email: kevin.thompsonpw@oxnard.org
 305 West Third Street, East Wing, 2nd Floor
 Oxnard, California 93030

California Department of Transportation

District 07, Local Assistance

Attention: Tammi Altamirano, Clean California Grant Manager

Phone Number: (213) 366-2601

Email: Tammi.Altamirano@Dot.CA.GOV

100 S. Main Street

Los Angeles, California 90012

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$3,549,129.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
 Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III—Payment and Invoicing, Item 14(e)(4), above**.

- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III—Payment and Invoicing, Item 14c, above.**

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
 - c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).
30. **CALTRANS'** Use of "Before" and "After" Project Photographs
- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
 - b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
 - c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
 - d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

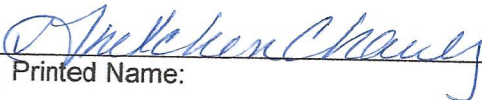
In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

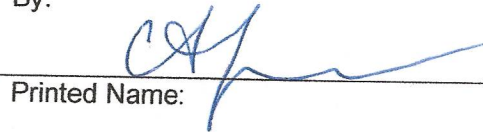
**STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION**

CITY OF OXNARD

By:

By:





Printed Name:

Printed Name:

Gretchen Chavez

Alexander Nguyen

Title:

Title:

Office Chief
 Clean California Local Grant Program
 Division of Local Assistance

City Manager

Date:

Date:

7/14/22

6/27/2022

By:

Printed Name:

Title:

Date:

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Reality Improv Connection, Inc.)

FEDERAL & STATE FUNDING - CALTRANS PROJECTS

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at [Dhttps://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms](https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms). Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

- A. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- B. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- D. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as

needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

☒ A. CONSULTANT Services

Volunteer Coordinator Services as outlined in Exhibit A

☐ B. Right of Way

- ☐ Right of Way requirements are to be determined and shown by CONSULTANT;
- ☐ Land surveys and computations with metes and bounds descriptions are to be made; and,
- ☐ Right of Way parcel maps are to be furnished.

☐ C. Surveys

- ☐ CONSULTANT has the responsibility for performing preliminary or construction surveys.

☐ D. Subsurface Investigations

CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the following _____.
Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. CITY Obligations

All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

☐ F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

☐ G. Checking Shop Drawings

This Agreement requires the preparation of construction drawings which must be checked. CONSULTANT agrees that the payment for checking shop drawings by CONSULTANT is included in the fee charged by CONSULTANT under this AGREEMENT.

☐ H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

☐ I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

None.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY approved overhead rate set forth in the approved Cost Proposal. In the event, CITY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by CITY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.
- C. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.
- D. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- E. H. CONSULTANT will be reimbursed promptly according to California Regulations

upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices may be e-mailed to: pwinvoices@oxnard.org

- F. The total amount payable by CITY including the fixed fee shall not exceed \$245,948.
- G. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

None.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective

offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included

in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply

to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- E. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

- ☐ **Method 1:** No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding

retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 2:** No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.
- ☐ **Method 3:** The CITY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by

CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor

Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the

LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of

the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
 5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any

one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons,

through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT

has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 -

Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

□ ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is

CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance
Under 49 CFR 26.13(b):
CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or,
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and

submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.

- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX - INSURANCE

None.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

None.

ARTICLE XXII – CONTINGENCY FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

None.

ARTICLE XXIV - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by

CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

None.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Reality Improv Connection, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard CONSULTANT/Professional services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.
- c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT G

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Reality Improv Connection, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT

and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONSULTANT, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of CONSULTANT under this Section shall survive Agreement termination.

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MERITO FOUNDATION, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of MERITO Foundation, Inc. ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is entered into as a result of the Restricted Grant Agreement ("RGA") entered into between CITY and the California Department of Transportation ("CALTRANS"), attached hereto as Exhibit D and incorporated herein by this reference, for OXNARD BEAUTIFICATION PROJECT YOUTH EDUCATION & COORDINATION, Agreement No. 32300182 (the "Project"); and

WHEREAS, per item 26c in the RGA, CONSULTANT shall adhere to any and all sections, items, attachment(s), and amendment(s) of the RGA in addition to the terms of this Agreement; and

WHEREAS, in the event of any conflict between the terms of this Agreement or any other incorporated document or attachment, and the RGA, the terms of the RGA shall control; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the CITY desires to retain the services of MERITO Foundation, Inc. a qualified Consultant to provide, on an independent contractor basis, for OXNARD BEAUTIFICATION PROJECT YOUTH EDUCATION & COORDINATION and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

1. SUMMARY DESCRIPTION OF SERVICES. [Oxnard Beautification Project Youth Education & Coordination]

2. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

MERITO Foundation, Inc. ("CONSULTANT"), a corporation of the State of California, located at 3897 Market Street Suites 101,102,107, & 108, Ventura, California 93003

3. TERM OF AGREEMENT: From: February 22, 2023 To: June 30, 2024.

3.1 Time is of the essence in this Agreement.

3.2 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT: \$219,001

5. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Statement of Work (or "Scope of Services")
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements
Exhibit D: Restricted Grant Agreement
Exhibit E: Federal & State Funding - Caltrans Projects
Exhibit F: Living Wage Policy
Exhibit G: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally,

CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:
Name: Kevin Thompson
Title: Parks Manager
Phone: 805-385-7951
Email: kevin.thompsonpw@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, California 93030

CONSULTANT Designated Representative:
Name: Rocio Lozano-Knowlton
Title: Executive Director
Phone: 805-729-0442
Email: rocio.lozano@meritofoundation.org
Mailing Address (if differs from above):
1501 Cardigan Ave.
Ventura, California 93004

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.4 All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. CONSULTANT'S SERVICES.

8.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in

“Exhibit A” as the person responsible for the Services who shall coordinate with City’s Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY will be receiving State and/or Federal grant funds. CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the “Schedule of Compensation,” attached to and incorporated into this Agreement as “Exhibit B.” CITY shall pay CONSULTANT an amount not to exceed the amount that is listed in “Exhibit B.” Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. 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. Invoices may be emailed to: pwinvoices@oxnard.org.

10.2 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.

10.3 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 Subcontracted CONSULTANTS.

10.4 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.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general

instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

15. LAWFUL PERFORMANCE.

15.1 Lawful Performance. CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during

the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. . Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if CONSULTANT asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code

section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 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. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty

to pay the correct wage is the responsibility of the CONSULTANT.

27. [RESERVED]

28. [RESERVED]

29. [RESERVED]

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. 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.

33. 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.

34. 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.

35. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

MERITO FOUNDATION, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

Cliff Rodrigues, President _____ Date

Adam Vega, Secretary _____ Date

ATTEST:

Rose Chaparro, CITY Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any property lease over \$100,000 annually, over 3 years, or both. The City Manager may authorize and execute any such lease up to \$100,000 annually if up to 3 years. The Purchasing Manager may authorize and execute any such lease up to \$50,000 annually if up to 3 years.

The City requires the following for any contract:

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

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

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and MERITO Foundation, Inc.)

SCOPE OF SERVICES

Task 1: Project Management

Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard's Public Works Department (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget. The Consultant shall provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

1. Project coordination meetings with City staff and community stakeholders (biweekly staff meetings). The Consultant is responsible for developing meeting information and an agenda prior to the meeting and meeting minutes within three business days following the meeting with complete action tracking log. Meetings can take place virtually.
2. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City.
3. Project Schedule. Consultant shall adhere to the project schedule, which shall be updated within 2 weeks of the kickoff meeting.
4. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
5. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.
6. Consultant's approach to successful coordination and management includes establishing effective channels of communication; identifying clear roles, responsibilities and authorities; complete understanding of deliverable requirements; establishment of QA/QC procedures; establishment of invoicing procedures and formatting.
7. Reports. Consultant will submit monthly accomplishment reports.

Task 2 – Education and Outreach for Educators

The Consultant shall promote the project and recruit teachers, adapt curriculum, coordinate and deliver 3 teacher training activities, and provide access to lesson plans. The Consultant shall support the instruction of the participating teachers of the 6 lesson plans that will be adapted for the project.

The youth education campaign will involve schools that are located within ¼ mile of the 12 park project sites. These schools include: RJ Frank Academy of Marine Science and Engineering (Camino del Sol Community Garden), Kamala Elementary (Beck Park), Lemonwood Elementary (Lemonwood Park), Cesar Chavez Elementary (Del Sol Park), Rose Avenue Elementary (Thompson Park), Art Haycox Elementary (Southwinds Park), Driffill Elementary (Community Center East Park), Dr. Manuel M. Lopez Academy of Arts and Sciences (Community Center East Park and Durley Park), Elm St. Elementary (Lathrop Park), Marina West Elementary (Marina West Park), McKinna Elementary (Durley Park), and Rose Avenue Elementary (Kohala Park).

Task 3 – Youth Education and Coordination

The consultant should use proven methods to provide education to youth and educators. Particular attention should be given to utilizing successful education and facilitation methods unique to students, multicultural communities, and in multiple languages as necessary. Partnership opportunities with local schools, school districts, local organizational groups, etc. should be considered.

The consultant will perform all necessary work or subcontract as required to conduct youth education project components including but not limited to the following.

1. Provide educational outreach to students with the goal of fostering stewardship, and educating youth on the harms of illegal dumping and litter through the implementation of:
 - a. Classroom workshops and presentations (estimated 75)
 - b. Coordination with local school and educators
 - c. Community workshops virtual or in person (estimated 5 planting events)
 - d. Bilingual outdoor education
 - e. Student and their families' participation in park cleanup/planting led by Consultant: 5 days expected
2. Coordinate with the separate community volunteerism "Volunteer Corps" campaign. The Consultant will coordinate with the separate but related project in the cleanup and beautification of the identified parks. Coordinating with this separate project will streamline meeting some of the objectives of this youth education project. There will be an estimated 44 cleanup volunteer events led through the separate project, which the Consultant can coordinate with to meet this project's objectives. The separate but related project will also involve planting days that the students can engage in.

3. Up to 75 virtual or in-person bilingual presentations to students, as indicated in item 1.a. above.
4. The Consultant will educate students on how to participate in the reduction of litter and the impacts of litter, and how to monitor changes by identifying trash, dumping, and graffiti from before and after the program using reporting techniques.
5. The Consultant will launch and mentor the “Beautiful Oxnard Challenge”, and annual competition among participating youth to create outreach campaigns or artwork by youth that is persuasive, inspiring, culturally relevant, and representative of the community.
6. The Consultant will create and coordinate a volunteer judge panel to review students’ media and artwork campaigns created by youth authors.
7. The Consultant will work with community art organizations to provide tools and guidance to the participating students to design art and media for the project and enter the “Beautiful Oxnard Challenge”.
8. The Consultant will provide in class bilingual presentations, 5-6 virtual or in person presentations to each class, involve students in the design, rehabilitation, and restoration of the parks, as indicated in item 1.a. above.
9. The Consultant will deliver education at the parks (3-5 sessions per school cohort) that includes restoration and beautification of the rehabilitated parks, including one weekend event that involves students’ families, as indicated in item 1.e. above.
10. Consultant will work to reach the following objectives:
 - a. Increase by 50% the capacity of ten 4th-12th grade educators per school year (20 total) to improve their students’ environmental, climate, and ocean literacy & stewardship behavior as measured by pre-and post-workshop evaluations by 6/2024
 - b. Increase the stewardship behavior of 450-900 4th-12th grade students per year (~1,350 students total) plus many of their parents and siblings, as measured by the amount of waste and debris in the parks and other public spaces in the City of Oxnard in which the participating students take part during the design, rehabilitation, and restoration of the parks, including the parks converted into outdoor schools by 6/2024
 - c. Increase the knowledge and understanding by 50% of 750-900 4th-12th grade students per year (~1350 total) from Title 1 public schools and after-school programs in economically underprivileged communities in the City of Oxnard of the effects of litter abatement, urban heat island effect, and urban runoff as well as how to mitigate these issues including proper waste disposal, waste reduction, recycling, and urban runoff prevention methods, as measured by pre-and post-project evaluation surveys by 6/2024
 - d. Reduce the amount of waste and debris within public rights-of-way, pathways, parks, and other public spaces through bilingual (English & Spanish) formal and informal education, outreach, and youth citizen science. Reduced 311 reports of trash, dumping, overgrown landscaping, and graffiti from before and after the program visits each neighborhood, as well as comparing participating neighborhoods with adjacent non-

participating neighborhoods. Crime data may also be reviewed for indirect benefits of improved economic activity and neighborhood beautification by 6/2024

e. Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate urban island effect by involving previously trained and educated students and their families of the neighboring communities in the planning, rehabilitation, and of the re-habilitated and restored parks by 6/2024

f. Enhance public health, cultural connections, and community place making by improving public spaces for walking, recreation and education by adapting some of the rehabilitated park as outdoor classrooms co-designed, and co-rehabilitated by students of the site's neighboring communities by 6/2024

g. Advance equity for underserved communities by increasing their stewardship for public spaces through an equitable, culturally sensitive, and inclusive education & outreach campaign voiced and led by local youth by 6/2024

h. Empower, challenge, and motivate at least 30% of the participating students to author education and outreach campaigns that promote awareness and increases stewardship among residents including adults of the neighboring communities to reduce littering & waste production, increases recycling, and prevention of urban runoff through the co-creation and co-implementation of bilingual outreach campaigns that include urban art, conventional and social media

i. Provide 5 to 6 virtual or in-person bilingual presentations to each student cohort (10-16 cohorts depending on grade level) to involve them in the design of the rehabilitation, restoration, and beautification of the parks.

j. Delivery of bilingual (as required) outdoor education to the participating students (10-16 cohorts) at the rehabilitated parks. The students will physically take part in the implementation of rehabilitation design including the restoration and beautification of the designated parks in the City of Oxnard through a series of 3-5 sessions during school or after school and including at least one session on a weekend for the students' families to participate, engage, learn and build stewardship for the parks.

SCHEDULE

1. Adaptation of 7-10 lesson plans from MERITO Foundation's authored and copyright bilingual curricula for this project to include CA Department of Education's Environmental Literacy Principles and Concepts (ELP&C) that relate and address: Types of waste, waste fate, impacts of litter, waste & urban runoff; and climate literacy concepts such water cycle, greenhouse, and urban island heat effect; activities that demonstrate how these issues affect public spaces, the marine environment, and human health, as well as the proper methods of waste reduction, waste collection, recycling, and disposal (Feb. 2023 & Aug 2023)

2. Advertisement of project and recruitment of educators (Feb. 2023 & Aug 2023)

3. Delivery of Professional development (PD) for ten 4th-12th grade participating educators per year (20 total) working in Title schools nearby the rehabilitated parks through three training sessions per year (one in person and two webinars) that include

providing access and training on the use of the curricula, online tools and lectures from expert guest speakers (Feb. – April 2023, and Oct – Dec. 2023)

4. One bilingual in-class presentation per student cohort (10-16 per school year) by MERITO Foundation and City of Oxnard staff to the participating students during school or afterschool program hours (Aug - Sept 2023, & Jan-Feb. 2024)

5. Delivery of 5-6 per virtual or in-person bilingual presentations to each student cohort (For a total of 10-16 cohorts depending on grade level) to involve them in the design of the rehabilitation, restoration, and beautification of the parks. Where possible, the designs will include components that allow the use of the rehabilitated parks to be used as outdoor classrooms given that most Title 1 schools in Oxnard disadvantaged communities do not have green areas, particularly the newer buildings. The designs may include enhanced paving using permeable pavements such as decomposed granite, and wood chips; shade structures; native plant and drought tolerant vegetation; bio-swales, energy saving lighting; bike paths, recycling bins, signage (March-May 2023, & Oct. 2023-April 2024)

6. Delivery of bilingual outdoor education to the participating students (10-16 cohorts) at the rehabilitated parks. The students will physically take part in the implementation of rehabilitation design including the restoration and beautification of the designated parks in City of Oxnard through a series of 3-5 sessions during school or after school and including at least one (likely the last session) on a weekend for the students' families to participate, engage, learn and build stewardship for the parks. The outdoor classrooms can be used as natural laboratories for hands-on science learning such as the cycle of restoration, habitat restoration, native plant ecology, macro-invertebrates zoology, geo-inquiry, hydrology, etc. (March-June 2023, and Oct 2023-June 2024)

7. Administration of pre and post-project surveys to a representative percentage of participating students and families to assess project impact (Feb. 2023, June 2023, Oct. 2023 & June 2024)

8. Announcement of the 'Beautiful Oxnard Challenge', an annual competition amongst participating youth to create outreach campaigns or artwork that is persuasive, inspiring, culturally sensitive, appropriate, representative of the community, and timeless. All students participating in the education component will be invited, however, entries from youth not enrolled in the participating schools will also be considered if they are residents of the communities involved and are 18 years old or younger (March 2023, and Jan. 2024)

9. MERITO Foundation staff will work with other community art organizations to provide tools and guidance to the students that enter the 'Beautiful Oxnard Challenge' including but not limited to National Geographic Society's Storytelling for Impact tools (April 2023 & 2024)

10. The artwork and media campaigns will be reviewed by a judge panel that include project staff and partners, then the youth authors of top 3 projects will receive cash prizes and recognition. The best artwork, or artwork proposal or outreach campaign will be used for either beautification of the rehabilitated parks, or as part of an on-going outreach

campaign to change behaviors in the community. The selected entries must promote awareness and increases stewardship among of residents of the communities to reduce littering & waste production, increases recycling, and prevention of urban runoff. The bilingual outreach campaigns production will include youths' art and messaging using conventional and social media (May 2023-June 2024)

Challenges: This project will directly serve 20 educators and ~ 1350 4th- 8th grade students from Title 1 public schools in City of Oxnard, and indirectly the students' families, students enrolled in the participating schools in following years, the residents of the communities around the rehabilitated parks, and all audience receptive of student-authored outreach.

Three challenges are:

- a) The late start of this project during the 2022-2023 school year. Most teachers have a very busy schedule this late in the school year.
- b) To convince the school administrators to allow their teachers to integrate this project into their instructional plan this late in the school year.

Our approach to these challenges is to offer incentives such as teachers' stipends, the creation of additional green space, outdoor education, free access to a bilingual science curriculum and coverage of substitute teacher costs.

Another challenge is the large number of students in some of the identified schools in RFP #PW23-15. Attendance in Title 1 Schools in the City of Oxnard ranges between 580-3000 depending on grade level. An average middle school teacher instructs 120- 200 students per school year. Our approach is to be selective on the grades and teachers which will be harder in the first year. In Middle schools approach the club leaders, and/or AVID classes teachers.

Local Relevance: The targeted neighborhoods have been affected by drought, wildfires, urban island heat effect, vandalism, graffiti, and littering to the detriment of the region's communities and aquatic resources. By empowering students to act on local waste issues, this project encourages behaviors by local youth to serve affected communities, contribute to the protection of local public areas, and watershed resources, and mitigate drought, fire, and erosion impacts. Additionally, this project provides the training that local educators need to further NGSS. Many schools are seeking project-based learning resources to better comply with the adopted NGSS instruction and to engage students in STEM fields. In addition, the proposed activities meet the following Clean California LGP goals:

- Infrastructure-related community litter abatement and beautification
- Non-infrastructure related community litter abatement events and education program
- Increasing transparency, public participation, and collaboration with communities through the parks' litter abatement, beautification, and creation of outdoor classrooms by working collaboratively with schools and afterschool programs to educate and engage educators, students, and parents in promoting the benefits of edible and native plant gardens, no littering, waste reduction and recycling.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and MERITO Foundation, Inc.)**

SCHEDULE OF COMPENSATION

Estimated Staff Time (Consultant/Subcontractor)		Staff Hours	Rate Per Hour	CCLGP Total
Party 1	Program Manager, Rocio Lozano- Knowlton	1,025	\$62.00	\$63,550
Party 2	Env. Education & Sustainability Specialist Jose Serrano	2,760	\$27.41	\$75,651
Party 3	Env. Education & Citizen Science Specialist Leslie Magana	800	\$26.00	\$20,800
Party 3	Social Media & Administration Specialist	500	\$26.00	\$13,000
Total Staff Subtotal				\$173,001

Other Costs	Total
Travel – Bus transportation of students whose schools are not in the immediate vicinity to the rehabilitated park or to Del Norte Recycling Center. Calculated per teacher (20 teachers)	\$5,000
Supplies/Materials – Education supplies such as copies of curricular lesson plans, ID guides, food for teacher trainings, science education supplies. Calculated per teacher	\$4,000
Supplies//Materials Cont. - Student workday supplies (gloves, shovels wheelbarrows, safety vests) sets for 35 students	\$6,000
Itemized Incentives Cost – Teachers stipends and substitute teacher costs for one-day training (\$1,000 per teacher/year)	\$24,000
Incentives Other Direct Costs – Students cash prizes for the authors of the best 3 art or media outreach project from the Beautiful Oxnard Challenge @ \$2,000 for first place, \$1,000 for second place, and \$500 for third place	\$7,000
Other Costs Subtotal	\$46,000
Staff / Other Costs Total	\$219,001

The project will work with a consultant to implement education and outreach to students at local schools, especially at those schools nearby project sites. The project seeks to provide education to young people with the goal of changing culture related to illegal dumping and litter and to build a community of engaged residents that take part in caretaking their local parks and public spaces. The education and outreach will extend to the students families as they are able to participate in the beautification and caretaking of their community.

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and MERITO Foundation, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-DD

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ABUSE AND MOLESTATION 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. If the Commercial General Liability Insurance policy referenced in Section 1a. above is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

c. 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";

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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE	
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:		
Telephone: NAMED INSURED		Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		☐ Claims Made Retroactive Date _____ ☐ Occurrence		
COVERAGES		OTHER PROVISIONS		
		Underwriter=s representative for claims pursuant to this insurance.		
		CLAIMS: Name: _____ Address: _____ Telephone: (____) _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____		

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone: _____	☐ 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: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		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 _____	

RESTRICTED GRANT AGREEMENT
(CITY OF OXNARD AND CALTRANS)

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in Oxnard Beautification and Clean-up Program, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e) and the parties agree that **AGENCY** must satisfy all of the requirements of California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 ¹	 \$887,282.00 \$2,661,847.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	Total Project Costs	\$3,549,129.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee		05/09/2022	\$3,549,129.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Kevin Thompson, (805) 385-7951.
- b. **CALTRANS'** Contract Manager is Tammi Altamirano, (213) 366-2601. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

CITY OF OXNARD

Attention: Kevin Thompson, Parks Manager
 Phone Number: (805) 385-7951
 Email: kevin.thompsonpw@oxnard.org
 305 West Third Street, East Wing, 2nd Floor
 Oxnard, California 93030

California Department of Transportation

District 07, Local Assistance

Attention: Tammi Altamirano, Clean California Grant Manager

Phone Number: (213) 366-2601

Email: Tammi.Altamirano@Dot.CA.GOV

100 S. Main Street

Los Angeles, California 90012

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$3,549,129.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS Contract Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
 Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III—Payment and Invoicing, Item 14(e)(4), above**.

- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III—Payment and Invoicing, Item 14c, above.**

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
 - c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).
30. **CALTRANS'** Use of "Before" and "After" Project Photographs
- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
 - b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
 - c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
 - d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION**

CITY OF OXNARD

By:

By:

Printed Name:

Printed Name:

Gretchen Chavez

Alexander Nguyen

Title:

Title:

Office Chief
 Clean California Local Grant Program
 Division of Local Assistance

City Manager

Date:

Date:

7/14/22

6/27/2022

By:

Printed Name:

Title:

Date:

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and MERITO Foundation, Inc.)

FEDERAL & STATE FUNDING - CALTRANS PROJECTS

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>. Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

- A. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- B. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- D. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

- ☒ A. CONSULTANT Services
Youth Education & Coordination Services as outlined in Exhibit A
- ☐ B. Right of Way
 - ☐ Right of Way requirements are to be determined and shown by CONSULTANT;
 - ☐ Land surveys and computations with metes and bounds descriptions are to be made; and,
 - ☐ Right of Way parcel maps are to be furnished.
- ☐ C. Surveys
 - ☐ CONSULTANT has the responsibility for performing preliminary or construction surveys.
- ☐ D. Subsurface Investigations

CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the following _____.

Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.
- E. CITY Obligations

All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.
- ☐ F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.
- ☐ G. Checking Shop Drawings

This Agreement requires the preparation of construction drawings which must be checked. CONSULTANT agrees that the payment

for checking shop drawings by CONSULTANT is included in the fee charged by CONSULTANT under this AGREEMENT.

- ☐ H. **CONSULTANT Services During Construction**
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.
- ☐ I. **Documentation and Schedules**
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

None.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY approved overhead rate set forth in the approved Cost Proposal. In the event, CITY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by CITY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article

shall not be exceeded unless authorized by AGREEMENT amendment.

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- D. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.
- E. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- F. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices may be emailed to: pwinvoices@oxnard.org
- G. The total amount payable by CITY including the fixed fee shall not exceed \$219,001.
- H. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

None.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and

Procedures, shall be used to determine the allowability of individual terms of cost.

- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

- D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 - 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 - 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- B. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- C. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- D. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than

fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

E. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

- ☒ **Method 1:** No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 2:** No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to

the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 3:** The CITY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.
 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- F. Penalty
 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for

the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

- 1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY

components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT

purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or,
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other

forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold

\$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.

- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX - INSURANCE

None.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

None.

ARTICLE XXII – CONTINGENCY FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

None.

ARTICLE XXIV - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

None.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of

this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and MERITO Foundation, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard CONSULTANT/Professional services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.
- c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT G

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and MERITO Foundation, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.
8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.
10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, CONSULTANT shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONSULTANT, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of CONSULTANT under this Section shall survive Agreement termination.

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND KTU&A**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of KTU&A ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is entered into as a result of the Restricted Grant Agreement ("RGA") entered into between CITY and the California Department of Transportation ("CALTRANS"), attached hereto as Exhibit D and incorporated herein by this reference, for OXNARD BEAUTIFICATION PROJECT LANDSCAPE DESIGN SERVICES, Agreement No. 32300195 (the "Project"); and

WHEREAS, per item 26c in the RGA, CONSULTANT shall adhere to any and all sections, items, attachment(s), and amendment(s) of the RGA in addition to the terms of this Agreement; and

WHEREAS, in the event of any conflict between the terms of this Agreement or any other incorporated document or attachment, and the RGA, the terms of the RGA shall control; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the CITY desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, for OXNARD BEAUTIFICATION PROJECT LANDSCAPE DESIGN SERVICES and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

1. SUMMARY DESCRIPTION OF SERVICES. Oxnard Beautification Project Landscape Design Services All design work is required to be completed by August 31, 2023.

2. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

KTU&A ("CONSULTANT"), a corporation of the State of California, located at 3916 Normal Street, San Diego California 92103

3. TERM OF AGREEMENT: From: February 22, 2023 To: June 30, 2024.

3.1 Time is of the essence in this Agreement.

3.2 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT: \$269,883.

5. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Statement of Work (or "Scope of Services")
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements
Exhibit D: Restricted Grant Agreement
Exhibit E: Federal & State Funding - Caltrans Projects
Exhibit F: Living Wage Policy
Exhibit G: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Kevin Thompson	Name: Brooke Whalen
Title: Parks Manager	Title: Principal
Phone: (805) 385-7951	Phone: 619-294-4477
Email: kevin.thompsonpw@oxnard.org	Email: brooke@ktua.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave., Building 3	
Oxnard, California 93030	

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.4 All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. CONSULTANT'S SERVICES.

8.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY will be receiving State and/or Federal grant funds. CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount that is listed in "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. 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. Invoices may be emailed to: pwinvoices@oxnard.org

10.2 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.

10.3 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 Subcontracted CONSULTANTS.

10.4 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.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

15. LAWFUL PERFORMANCE.

15.1 Lawful Performance. CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such

records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. . Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if CONSULTANT asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the

business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 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. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. [RESERVED]

28. [RESERVED]

29. [RESERVED]

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. 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.

33. 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.

34. 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.

35. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

KTU&A, INC.

☒ John Z. Zaragoza, Mayor _____ Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

Mark Carpenter CFO, ¹ _____ Date

Brooke Whalen, Vice President _____ Date

ATTEST:

Rose Chaparro, CITY Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City requires the following for any contract:

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

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

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and KTU&A)

SCOPE OF SERVICES

Overview

The primary objectives of the project include, but are not limited to the following:

- Beautify the listed project sites
- Preparation of bid-ready plans and specifications
- Project schedule and timely completion

The project involves the following sites:

1. Camino del Sol Community Garden. This park is located at Camino del Sol and N. Garfield Ave. in east Oxnard. The community garden currently occupies a 1.5-acre site and will be expanded by an additional 0.7 acres. Please see Attachment A for the Concept Plans that were submitted with the grant application.

a. The project will transform the unused and litter-accumulating area on the south side of the existing community garden into additional garden spaces. The enhancements include: new garden plots, safety lighting, new fencing, the planting of 34 fruit trees, and installation of a sculpture. The project also includes a small pavilion to provide a long-term place for residents to create altars for the annual Dia de Los Muertos. During this event, residents erect temporary altars and a community gathering is held with a corn maze, youth mariachi, and an abundance of marigolds (cempasuchil flowers) that were planted by the garden users.

The project also includes the installation of new garden gates, which allow easier access for residents with disabilities. One of the new gates will provide more direct access to the Class I Trail for those who access the garden from the northwest.

b. Cultural connection and community placemaking will be enhanced through the installation of a sculpture that is selected with input from the garden users and relevant to the local community. The budget for the sculpture is approximately \$20,000 and there is no requirement for proprietary rights by the creator of the sculpture. Therefore, a pre-made piece purchased through a vendor is acceptable.

c. The 34 fruit trees (consideration for dwarf varieties) will be selected by the community to enhance public health as the garden users are able to maintain, harvest, and consume the fresh fruit produced by the trees. The trees will replace existing aging eucalyptus trees that pose a hazard in the area.

d. The project will remove the existing improvised fencing and replace it with decorative low fencing to delineate each of the existing 71 garden plots. Fifty-three of these garden plots are 15'x30', and 18 are 30'x30'. This same style of decorative fencing will also be installed in the new expansion area that is estimated to have an additional twenty-five 15'x30' plots.

2. Park Turf Conversion. The project will remove a total of 163,428 total square feet of turf from the 4 parks as described below. Educational signage in English and Spanish will be installed, to help prevent littering and illegal dumping in the parks (see attached Concept Plans). The project will improve the public spaces for walking and recreation via the new pathways through the habitat areas. Residents and school children will also be able to use the paths and learn about the habitat-providing species from educational signs that will be installed as part of the project

3. Rudolph Beck Memorial Park. This park is located at 600 W. Kamala St. in south Oxnard, directly adjacent to Kamala Elementary School. The project will remove 31,861 square feet of unused turf and will replace it with California-friendly, native, drought-tolerant, and habitat-providing landscape. The area will be designed as an outdoor classroom, both during the development phase via planting activities with the school children and also in the future as an active educational habitat in an urbanized area.

4. Del Sol Park. This park is located at 1800 Camino del Sol in east Oxnard. The project will remove 34,861 square feet of unused turf and replace it with California-friendly, native, drought tolerant, and habitat-providing landscape.

5. Lemonwood Park. This park is located at 2055 San Mateo Pl in east Oxnard, directly adjacent to Lemonwood Elementary School. The project will remove 65,261 square feet of unused turf and replace it with California-friendly, native, drought-tolerant, and habitat-providing landscape. The area will be designed as an outdoor classroom, both during the development phase via planting activities with the students of Lemonwood Elementary and as an active educational habitat in an urbanized area.

6. Southwinds Park. This park is located at 300 E. Clara St. in south Oxnard, directly adjacent to Art Haycox Elementary School. The project will remove 31,445 square feet of unused turf that will be replaced with California-friendly, native, drought-tolerant, and habitat-providing landscape. The area will be designed as an outdoor classroom, both during the development phase via planting activities with the students of Art Haycox Elementary and as an active educational habitat in an urbanized area.

7. Wayfinding and Art. The project integrates community art in the form of a sculpture at the community garden. The sculpture will serve as a cultural connection element. Both the users and residents have expressed their interest in a locally-relevant sculpture that reflects the street name and garden name of Camino del Sol.

Task 1: Project Management

Consultant shall coordinate all efforts of the Project Team including representatives from the City's Public Works Department. The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget. The Consultant shall provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

1. Consultant will organize, attend, and document bi-weekly virtual or teleconference project coordination meetings with the City's Public Works Department staff and community stakeholders. Consultant will prepare meeting agendas and notes for each in-person and teleconference meeting to ensure efficiency and to establish a record of important project decisions and milestones. The agendas will be distributed at least 24 hours prior to each meeting, and the meeting notes and action items will be distributed within 72 hours of the meeting. The meeting agendas and notes will be delivered to the City at the completion of the project as part of the overall deliverables.

Consultant will lead the coordination and scheduling efforts between the City, and other interested parties identified by the City, and various design team members for site visits, site inspections, and data collection.

2. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's staff to discuss the scope and parameters of the Project. Consultant will organize a virtual kick-off meeting with City staff to discuss project goals, schedule, process, and budget. The meeting will allow collaboration between the design team members and City staff to identify key issues, opportunities, and potential roadblocks affecting the planning and design of the new improvements.

3. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. A Project schedule shall be submitted with the proposal and shall be updated within 2 weeks of the kickoff meeting.

4. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols. The design team will update key project management documents as part of the initiation of the project, including Project Schedule, Communications Protocol, and QA/QC Plan. The communications protocol will be developed within one week of a Notice to Proceed and cover both day-to-day and emergency communication protocols between the design team and the City. The Microsoft Project schedule submitted with this proposal will be updated within two weeks of the kick-off meeting and maintained on a monthly basis to provide updates to the City as part of the monthly invoicing process.

The Consultant will prepare and submit to the City an overall QA/QC plan that addresses both internal design team processes and submittals to the City. Throughout the life of the project, Consultant will perform quality control checks of all project documents/drawings and other deliverables to ensure the highest levels of accuracy and excellence. The internal quality control process will include a four-level check of all deliverables by design staff, the project manager, team leader, and principal-in-charge. Consultant will perform

thorough reviews of drawings to ensure a high level of team collaboration and coordination between discipline drawing sets.

5. Consultant shall coordinate all of the services of sub-consultants including site visits and site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.

6. The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.

7. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2 – Preliminary Investigations

Review and assess existing data and reports relative to the project and conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including, but not limited to:

1. The City's Parks and Recreation Master Plan
2. Regulatory/code and permitting requirements
3. CEQA Compliance Review: Consultant will review the development application, project plans, any applicant-provided technical reports prepared for the Project, and any other documents relevant to the environmental analysis. This review will allow Consultant to determine the adequacy of the documentation prepared to comply with CEQA. Consultant will identify baseline environmental conditions that will be affected by the Project through evaluation of the project location, environmental setting, and project characteristics.
4. Geotechnical investigation, including soil analysis as needed. Earth Systems will provide a geotechnical investigation within the Community Garden to support the design of project features such as the pavilion, lighting, and fencing. A drill rig will be used to excavate one (1) exploratory and sample acquisition boring. The boring will extend to depths of approximately 25 feet below the existing ground surface in the area of the proposed pavilion. The objective of this boring is to determine the in-situ engineering characteristics of the soils and provide design and site development recommendations. The boring will be logged and sampled for laboratory testing by personnel from Earth Systems.
5. Following completion of the field investigation and laboratory testing, Earth Systems will prepare a report addressing:
 - Soil and groundwater conditions encountered
 - Preparation of improvement areas prior to construction
 - Grading and backfill criteria
 - Suitability of the soil for use as fill and backfill
 - Types and depths of foundations for the pavilion, fencing, and light poles
 - Foundation Design parameters
 - Seismic design criteria

- Total and differential settlement
- Drainage around improvements

Reporting will be supported by graphics (including boring log) as necessary to support discussions in the text of the report. The report will be sealed by a State of California Certified Engineering Geologist and Registered Geotechnical Engineer.

6. The concept plans that were submitted with the grant application (Attachment A)
7. The infrastructure (Attachment B) spreadsheet submitted with the grant application
8. The Park Reconciliation Spreadsheet (Attachment C)
9. Mapping and Utility Investigation: Consultant will review existing data available for the project including site conditions, and request utilities in the area from utility agencies. Consultant will perform a utility search for all affected utilities in the project area including, but not limited to, water, electric, gas, sewer, communication, and storm drains. Consultant will develop a technical memorandum identifying each utility, as-built drawing numbers, contact information for each utility, and their existing and proposed structures in the project area. Consultant will add the utilities to a base map to be used in evaluating schematic designs.

Consultant will provide limited utility location services to identify all utilities of record within the Community Park site as well as try to identify any potential non-record utilities within that site so they can be reflected on the final base CAD file. Relevant utility and franchise companies will be contacted to obtain as-built information for the Community Garden site as well. Consultant will review record drawings provided by utility companies and franchise utilities to ascertain system location, depth, size, and type and will incorporate the utility information into the project base CAD file, reconciling with the topographic survey and site photos. Our review of the improvements within the park sites does not support the added expense of additional utility research within these areas. An optional task to perform additional utility research within the park sites is included. Once all utilities are documented in the project base file, all utility concerns relating to existing utility conditions and potential future conflicts with proposed project improvements will be examined and a summary graphic prepared for the Community Garden site to illustrate the locations of each utility concern and/or potential conflict.

Task 3 – Schematic Design

Consultant will generate a refined site design for the project. Through information gathered during the design process, Consultant will create a design for the project, including but not limited to:

1. Finalize design study alternatives for areas
2. Refine the concept to a final schematic design. Consultant will integrate the information gathered during Task 2 and evaluate the Concept Designs submitted as part of the grant application to determine if adjustments are required. Revised concepts will be prepared as required.
3. Preparation of Plans, Specifications and Cost Estimate of schematic design to be reviewed by the City's Project Team at kickoff and 70% design

4. Coordination with community stakeholders, such as Neighborhood Councils, as needed for design development, review, and discussion (estimated 6 meetings). The design team will prepare exhibits that present the collected survey and utility information, overlay the same information with the grant concepts, and integrated revised concept designs to present to the City and identified Neighborhood Councils to gain their input into the concept designs. KTUA envisions one (1) meeting dedicated to each project site, and then a combined meeting to approve the concepts to be moved forward into the Schematic Design package.
5. Planting plan with plant palettes consisting of native and drought resistant landscaping
6. Perspectives, sketches, and renderings as necessary to indicate the landscaping character of the project and its relationship to the pedestrian level shall be discussed with the Project Team, and provided to the Project Manager. Consultant will produce one (1) digital perspective (Sketchup model rendered in Lumion) for each project site (total of 5) at the pedestrian level to support the design development process, and to communicate with the community.
7. Irrigation plan with itemized components and water efficiency design
8. Lighting plan with itemized components and energy efficient design
9. Identify potential locations of garden art piece, and develop concept with stakeholder input
10. Prepare 100% Schematic Design Package: This package is based on revisions requested by the Commission and City's Project Team. The design team will prepare a 100% Schematic Design package that includes planting plans, irrigation plans, and improvement plans for all project sites, and a lighting plan for the Community Garden site. Also included in this submittal will be a set of outline specifications (2021 Greenbook), and an initial Rough Order of Magnitude (ROM) opinion of construction costs. The plan sheets will be submitted as 22"x34" sheets in PDF format and the opinion of construction costs in MS Excel format.

Task 4 – Design Development

Upon Project Team approval and acceptance of the Schematic Design and cost, Consultant will commence with Design Development. This phase of work shall refine the design and identify all key construction systems, materials, and critical coordination issues to initiate the PS&E process.

Tasks will include:

1. Develop the design to describe the character and construction method for all of the key construction and landscape elements
2. Detailed documentation of all elements within the scope of work, including full specifications. Upon City's approval of design development drawings and cost, Consultant will fully document all aspects of the design, including all relevant sections of technical specifications
3. Select key materials for site elements
4. Preparation of plans, specifications, details
5. Coordination of landscape design with civil engineering/grading design and documentation
6. Coordination with the City's Project Team for design review and discussion. In addition to the bi-weekly coordination meetings, Consultant will schedule four (4) design coordination meetings with the City's Project Team during the Design Development process.

7. Cost estimating
8. Coordination of documents with specialist subcontractors, for example, the garden art piece details
9. Prepare drawings and data in AutoCAD and pdf formats and provide such drawings and data to Project Manager
10. Samples of proposed vegetation and related elements shall be discussed with the Project Team and provided to the Project Manager
11. Include all elements described in the Grant Agreement, as prioritized by Project Team and project stakeholders
12. 100% Design Development Plans (70% Construction Documents). Consultant will develop 70% Construction Documents for the new park improvements. Plans will include complete stormwater and drainage, landscape architecture and site design, electrical design, and structural design as required. Full specifications (2021 Greenbook) and a detailed opinion of construction costs will be developed. The Design Development submittal will include 22"x34" sheets in PDF format and three (3) hard copy sets, and specifications in PDF and MS Word formats, and an updated opinion of construction costs in PDF and MS Excel format.
13. 100% Design Development Details
14. 100% Design Development Outline Specifications
15. 100% Design Development Cost Estimate
16. Meetings with Project Team (4 estimated)
17. Coordinate CEQA Compliance Documentation

Task 5 – Construction Documents

The Consultant shall prepare a probable construction cost estimate to be transmitted along with the final 100% design package for the Camino del Sol Community Garden and the turf conversion at the four parks. Consultant shall address comments from plan check and prepare final plans, specifications, and estimate, and submit to the City of Oxnard. It is expected that this package will be suitable for bidding and construction.

Consultant shall provide final design services that include full preparation of drawings, specifications, general and special provisions. The Consultant shall incorporate the review comments from the preliminary design phase into the 100% design package with the intermediate 90% submittal. The 100% design package shall include all bid documents, front-end documents, technical specifications, and drawings suitable for public bid. Subtasks include:

90% Design Submittal: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (70%) design review. At the end of the 90 percent design phase, drawings and specifications shall be complete. The following tasks are to be completed:

Consultant will integrate comments and direction from the City's Project Team on the Design Development package into the 90% Design Submittal and ensure that all drawings and specifications are complete. Final Design Submittal will incorporate all plan check comments from permitting authorities into the Final Design Submittal. The submittal package will include PDF files and three (3) hardcopies of the 22"x34" plans and specifications.

The construction document package will include:

1. Title Sheet

A title sheet will be prepared for the plan set based on the City of Oxnard standards and will also include project location and brief description, an index of sheets, a list of consultants, applicable code requirements, and any other additional information as required.

2. Demolition Plan

Consultant will prepare a site demolition plan including limits of demolition and specific items to be removed or protected in place. Irrigation and planting items will be indicated on the Landscape Demolition plan by Consultant.

3. Site Grading and Drainage Plan

A grading and drainage plan will be prepared indicating the grading and spot elevations to accommodate all of the new park improvements and stormwater BMPs. Earthwork quantities will be calculated with the intent to create a balanced site. In addition, the plans will include general civil notes, typical sections and details, DMA/Site Design BMP plan, and an erosion control plan.

4. Lighting Plan

Consultant will prepare the lighting plan identifying power source, control panels, and site lighting required within the community garden. Plans will include construction notes, photometrics, fixture schedules, and installation details.

5. Structural Design

Consultant will provide structural evaluation, detailing, and required calculations for structural components of the project. Anticipated structural components include pavilion footings, light standard foundations, and fence post footings.

6. Site Hardscape and Paving Plans

Consultant will prepare the site hardscape and paving plans to identify paving and surfacing materials, colors, and finishes within the project areas. The plans will include construction notes, schedules and legends, and construction details.

7. Site Furnishings and Amenities Plans

Consultant will prepare the site furnishings and amenities plans for the park improvements. The plans will identify park site furnishings such as benches, picnic tables, trash/recycle receptacles, etc. The plans will include construction notes, schedules and legends, and construction details.

8. Planting and Irrigation Plans

Consultant will prepare detailed planting and irrigation plans for all planting areas within the project limits of work indicating all irrigation equipment, heads, lateral and mainline runs, as well as the water and electrical points of connection. Plant species and quantities will be indicated as well as details for all plant types (trees, shrubs and groundcover). Irrigation details for all equipment types, heads, pipe and conduit trenching, and any other required details for the irrigation system will be provided. Water-use calculations will be

prepared to confirm compliance with the California Model Water Efficient Landscape Ordinance.

9. Traffic Control Drawings

As required

10. Electrical Drawings (equipment, instrumentation) and details

Instrumentation and control drawings

11. Construction Cost Estimate and Schedule

Incorporation of all plan check comments from permitting authorities into Final Design Submittal.

12. Final Design Submittal

Final drawings shall be signed and sealed by a professional engineer and professional landscape architect registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and an electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and .dwg files be delivered to the City as part of the final submittal.

Task 7: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Preparation of addenda in response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown. Consultant shall also keep a log of the questions and responses.
2. Attendance and participation in the mandatory pre-bid meeting.
3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents within one week of the Bid Opening.

Task 8: Construction Phase Support

Consultant will respond to requests for information (RFI) from the construction contractor (Contractor), and review submittals for those parts of the project in the above scope of services. Consultant will provide design services during construction in support of the City's Construction Project Manager. Consultant will visit the site to familiarize generally with the progress and quality of construction and determine in general if the construction is proceeding in accordance with project design intent and construction documents. Consultant will keep the City informed of the progress of construction and may recommend to the City the rejection of work failing to conform to the contract documents.

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. **Preconstruction Conference:** Attendance and participation in the Pre-Construction Conference. Design team representatives will virtually attend the preconstruction meeting to support City staff in their conversation with the awarded bidder. At this meeting, Consultant will also highlight key aspects of the construction drawing package, address any other requirements, and relay potential construction timing and phasing issues relating to the design to the contractor.
2. **Project Meetings:** Attendance and participation in the Bi-Weekly Project Progress Meetings with the construction contractor and all Project stakeholders. Consultant will participate in virtual bi-weekly construction coordination meetings including the contractor and City representatives to coordinate construction progress, issue coordination and resolution, and RFI and submittal tracking. Design team representatives will be included as appropriate. Consultant will respond to any RFIs that arise during construction and issue formal responses to City staff.
3. **Attend Job Walks (2).** Consultant will conduct two (2) job walks per project site, but grouped together in one day during construction to review mockups, and plant material at delivery, inspect irrigation pressure and coverage tests, and examine overall construction progress. At these visits, KTUA will address any onsite questions relating to the construction drawings that may arise. A follow-up site observation report will be prepared after each site visit documenting any informational items and issues observed in the field with photographs and notes.
4. **Submittal Review:** Consultant shall review all shop drawings and material submittals transmitted by the construction contractor. Consultant will review all material submittals and shop drawings provided by the contractor for the project during construction and provide formal comments or acceptance to City staff. These will include all paving and hardscape, park amenities and furnishings, lighting, utility, irrigation, and landscape submittals.
5. **Change Order Review:** Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request. Consultant will consult with the City on any change orders submitted by the contractor to review whether the change order is warranted and whether the prices seem reasonable. Consultant shall budget for three change order reviews for 8-hours each.
6. **Project Close-out:** The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation. Upon completion of construction, Consultant will perform a Pre-Maintenance walkthrough to assess the project and confirm it is substantially complete and ready to move into the Establishment and Maintenance period. A punch list of necessary corrections will be prepared. Prior to the completion of the Establishment and Maintenance Period, Consultant will perform a Pre-Final walkthrough to identify any potential punch list items that remain to be corrected prior to the City providing final acceptance of the project. After completion of the final punch list items, Consultant will perform a Final walkthrough providing a thorough review of all constructed project elements including all park amenities and components, hardscape, irrigation, and landscape elements and systems. With all punch list items satisfied, Consultant will issue a letter of acceptable completion.
7. **Prepare Record Drawings:** The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be

prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper.

Record Drawings

The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using the version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. Record drawings will be provided to the City within 30-days of receiving the as-built redlines from the contractor. The as-built drawings will be provided to the City in digital format and three (3) sets of hard copies on bond paper. Verification of the contractor's as-built redlines is not included in this task.

EXHIBIT B

Agreement No. 32300195

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and KTU&A)**

SCHEDULE OF COMPENSATION

		KTUA			Jensen		
		Principal	Associate II	Associate	Civil Engineer 2	Sr Project Surveyor	C-Office Admin
Task 1	Project Management	\$185	\$145	\$135	\$170	\$165	\$100
1.1	Biweekly coordination meetings with City & Stakeholders (Agenda, Materials, Minutes within 3-days)	8	16	16	8		
1.2	Project Kick-off meeting with City (Virtual)	4	2	2	1		
1.3	Update project schedule within 2-weeks of Kick-off	1	1	1			
1.4	Develop and submit a communications protocol within 1-week of starting the project	1	1	1			
1.5	Consultant and City coordination	1	1	1			
1.9	Develop and submit a QA/QC Plan within 2 weeks of starting the project	1	1	1			
1.10	Submit monthly invoices and project status reports	5	20	20	10	10	10
	Total Hours	20	41	41	19	10	10
	Total	\$3,700	\$5,495	\$5,535	\$3,230	\$1,650	\$1,600

		KTUA					Jensen						EDI	Earth Systems		
		Principal	Irrigation Manager	Associate II	Associate	Sr Design II	Civil Engineer II	Engineering Technician 3	Sr Project Surveyor	Survey Technician 3	C-Office Admin	2-man crew	E-Sr Engineer	G-Principal	G-Engineer	Technical Assistant
Task 2	Preliminary Investigations	\$185	\$175	\$145	\$135	\$125	\$170	\$140	\$165	\$145	\$100	\$270	\$175	\$205	\$145	\$125
2.1	Review and assess existing data and reports	2	2	4	4	5	8		8							
2.2	CEQA Compliance Review	1		1	1											
2.3	Geotechnical Investigators			1	1								20	17	2	
2.4	Site Mapping			2	2			35			10	28				
2.5	Site Utility Investigations (Includes 1 KTUA site visit)		25	2	2				3	6			8			
	Total Hours	3	27	10	10	5	8	35	11	6	10	28	8	20	17	2
	Total	\$555	\$4,725	\$1,450	\$1,350	\$625	\$1,360	\$4,900	\$1,815	\$870	\$1,000	\$7,560	\$1,400	\$4,100	\$2,465	\$250
	Other Direct Costs	\$579												\$5,270 Drill + Labor		

		KTUA						Jensen		EDI		
		Principal	Irrigation Manager	Associate II	Associate	Sr Design II	Irrigation Designer	Civil Engineer II	Engineering Technician 3	E-Sr Designer	E-Designer	E-Drafter
Task 3	Preliminary Investigations	\$185	\$175	\$145	\$135	\$125	\$105	\$170	\$140	\$175	\$205	\$145
3.1	Finalize design study alternatives (1) for each site	4		5	5			8				
3.2	Refine preferred concept to a final schematic design	2	5	10	10	25		8				
3.4	Coordination with community stakeholders, such as Neighborhood Council's as needed for design development, review, and discussion (estimated 6 meetings) including travel time and split teams	32		30	30			3				
3.5	Planting plan with drought-resistantisting of native and drought-resistant landscaping	2		4	4	10						
3.6	Irrigation plan with itemized components and water efficiency design	2	5	2	2		15					
3.7	Lighting plan with itemized components and energy-efficient design (Community Garden only)			1						4	8	16
	Coordinate new electric service with SCE									16		

3.8	Identify potential locations of garden art piece, and develop concept with Stakeholder input (Community Garden only)	1		2		4						
3.9	Prepare 100% Schematic Design Package – based on revisions requested by the Commission and City	4	2	4	4	15	10	12	24			
	City approval and acceptance of Schematic Design & Cost Estimate											
	Total Hours	47	12	58	55	54	25	31	24	20	8	16
	Total	\$8,695	\$2,100	\$8,410	\$7,425	\$6,750	\$2,625	\$5,270	\$3,360	\$3,500	\$1,080	\$1,520
	Other Direct Costs	\$1,816										

			KTUA						Jensen			EDI			T&S Structural				
			Principal	Irrigation Manager	Associate II	Associate	Sr Design II	Irrigation Designer	C-Principal	Civil Engineer 2	Engineering Technician 3	E-Sr Engineer	E-Designer	E-Drafter	S-Principal	S-Project Manager	S-Engineer	S-CAD Technician	S-Office Admin
Task 4	Design Development		\$185	\$175	\$145	\$135	\$125	\$105	\$230	\$170	\$140	\$175	\$135	\$95	\$220	\$195	\$140	\$110	\$85
4.1		Develop the design to describe the character and construction method																	
4.2		Detailed documentation of all elements, including specifications. Upon City approval of design development drawings & costs, consultant will fully document all aspects of the design, including relevant sections of technical specifications																	
4.3	Select key materials for site elements	1		2	2														
4.4		Preparation of plans, specifications, details																	
4.5	Coordination with City for design with civil engineering/grading design and documentation			2	2														
4.6		Coordination with City for design review and discussion (see 4.17 below)																	
4.7		Cost estimating																	
4.8		Coordination of documents with specialist sub-contractors, for example, the garden art piece details																	
4.9		Prepare drawings and data in AutoCAD and pdf formats and provide such drawings and data to the City																	
4.10		Perspectives, sketches, and renderings as necessary to indicate the landscaping character of the project and its relationship to the pedestrian level shall be discussed with the City and provided to the PM																	
4.11		Samples of proposed vegetation and related elements shall be discussed with the City and provided to the PM																	

4.13	100% Design Development Plans (70% construction documents) – Submittal and QAQC	8	4	4	4	8	4							1	2	5	2.5	0.5
	Prepare grading / drainage plans			1	1			3	8	24								
	Prepare layout plans			2	2	10												
	Prepare planting plans			2	2	50												
	Prepare irrigation plans		8	1	1		50											
	Prepare electrical/lighting plans			1							4	8	16					
4.14	100 % Design development details (details, notes, and calcs)													1	2	5	2.5	0.5
	Prepare civil details							3	8	24								
	Prepare construction details			2	2	5												
	Prepare planting details			1	1	5												
	Prepare irrigation details		1				5											
	Prepare electrical/lighting details											4		8				
4.15	100% design development full specifications	2	2	6	6				4	6					0.5	1		
4.16	100% design development cost estimate – 5 sites	2	2	3	3	5	5		4	6	4				1			

4.17	Meetings with City (4 estimated)-virtual			4	4				2						4	4		
4.18	Coordinate CEQA compliance documentation			1	1													
	Total Hours	13	17	32	31	83	64	6	26	60	8	12	24	2	9.5	15	5	1
	Total	\$2,405	\$2,975	\$4,640	\$4,185	\$10,375	\$6,720	\$1,380	\$4,420	\$8,400	\$1,400	\$1,620	\$2,280	\$440	\$1,853	\$2,100	\$550	\$85
	Other Direct Costs																	

		KTUA						Jensen			EDI				T&S Structural				
		Principal	Irrigation Manager	Associate II	Associate	Sr Design II	Irrigation Designer	C-Principal	Civil Engineer 2	Engineering Technician 3	E-Principal	E-Sr Engineer	E-Designer	E-Drafter	S-Principal	S-Project Manager	S-Engineer	S-CAD Technician	S-Office Admin
Task 5	Construction Documents	\$185	\$175	\$145	\$135	\$125	\$105	\$230	\$170	\$140	\$195	\$175	\$135	\$95	\$220	\$195	\$140	\$110	\$85
	Incorporate review comments from DD. The 100% design package shall include all bid documents, front-end documents, technical specifications, and drawings																		
5.1	90% and 100% design submittal and QAQC, 2 milestones	8	8	8	8	8	8								1	4	8	4	1
5.11	Demolition plan and details							1	4	16									
5.12	Civil drawings and details (grading and public improvements)							4	16	24									
5.13	Landscape architectural drawings and details	2	2	7	7	15	10												
5.14	Traffic control drawings (as required)																		

5.15	Electrical drawings (equipment, instrumentation, and details)										2	4	12						
5.16	Instrumentation and control drawings																		
5.17	Complete specifications	1	1	4	4				6						0.5	1			
5.18	Construction cost estimate	1		2	2	4			4						0.5				
5.19	Incorporation of all plan check comments from permitting authorities into the final design sum		2	2	2	10	5												
5.1.10	Construction schedule	1		5	5				4										
5.2	Final design – QAQC and submittal	2	2	2	2	10	5		8		2	4	8						
5.2.1	Production of final engineering drawings			1	1	5	5												
5.2.2	Production of final engineering specifications	1		1	1														

5.2.3	Probable construction cost estimate (each site separate)		1	1	1														
	Total Hours	16	16	33	33	52	33	5	42	40	2	2	8	20	1.5	7	13	8	1.5
	Total	\$2,960	\$2,800	\$4,785	\$4,455	\$6,500	\$3,465	\$1,150	\$7,140	\$5,600	\$390	\$350	\$1080	\$1090	\$330	\$1,365	\$1,820	\$880	\$128
	Other Direct Costs																		

		KTUA						Jensen		EDI	T&S Structural	
		Principal	Irrigation Manager	Associate II	Associate	Sr Design II	Irrigation Designer	Civil Engineer 2	Engineering Technician 3	E-Designer	S-Project Manager	S-Engineer
Task 7	Bid Phase Services	\$185	\$175	\$145	\$135	\$125	\$105	\$170	\$140	\$135	\$195	\$140
7.1	Preparation of addenda in response to RFI and RFC, Written responses within 2 days		2	4	4			6		4	2	4
7.2	Attendance /participation in mandatory pre-bid meeting Virtual		1	2	2			1			2	2
7.3	Incorporate addenda into a conformed set of contract documents within 1 week of bid opening	1	1	2	2	5	2	3	3	4		
	Total Hours	1	4	8	8	5	2	10	3	8	4	6
	Total	\$185	\$700	\$1,160	\$1,080	\$625	\$210	\$1,700	\$420	\$1,080	\$780	\$840
	Other Direct Costs											

		KTUA						Jensen		EDI	
		Principal	Irrigation Manager	Associate II	Associate	Sr Design II	Irrigation Designer	Civil Engineer 2	Engineering Technician 3	E-Sr Engineer	E-Drafter
Task 8	Construction Phase Support	\$185	\$175	\$145	\$135	\$125	\$105	\$170	\$140	\$175	\$95
	Preconstruction conference – virtual		1	1	1			1			
	Bi-weekly project meetings -virtual	2	6	18	18			9			
	Attend job walks (2) grouped		12	12	12						
	Submittal review		4	8	8			4		4	
	Change order review (8hrs/eax3) total			12	12						
	Project close out pre-final and final site observation with site observation reports		24	12	12			4			
	Prepare record drawings within 30 days of receiving red-lines (irrig, lighting, fencing, dg)	1	5	5	5	10	15	8	16		8
	Total Hours	3	52	68	68	10	15	26	16	4	8
	Total	\$555	\$9,100	\$8,860	\$9,180	\$1,250	\$1,575	\$4,420	\$2,240	\$700	\$760
	Other Direct Costs	\$4,053									

	KTUA						Jensen						
	Principal	Irrigation Manager	Associate II	Associate	Sr Design II	Irrigation Designer	C-Principal	Civil Engineer 2	Engineering Technician 3	Sr Project Surveyor	Survey Technician 3	C-Office Admin	2-man crew
Total Hours	103	128	250	246	209	139	11	162	178	21	6	26	28
Total	\$19,055	\$22,400	\$36,250	\$33,210	\$26,125	\$14,595	\$2,530	\$27,540	\$24,920	\$3,465	\$870	\$2,600	\$7,560
Other Direct Costs	\$6,448												

	EDI				EarthSystems			T&S Structural				
	E-Principal	E-Sr Engineer	E-Designer	E-Drafter	G-Principal	G-Engineer	Technical Assistant	S-Principal	S-Project Manager	S-Engineer	S-CAD Technician	S-Office Admin
Total Hours	2	42	36	68	20	17	2	3.5	20.5	34	13	2.5
Total	\$390	\$7,350	\$4,860	\$6,460	\$4,100	\$2,465	\$250	\$770	\$3,998	\$4,760	\$1,430	\$213
Total Other Direct Costs					\$5,270							

Optional Tasks	C-Principal	Sr Project Surveyor	Survey Technician 3	2-Man Crew
Additional site utility investigations (optional)		12-hours	24-hours	
Total		\$1,980	\$3,480	
Record map and easement plotting (optional)		10-hours	37-hours	17-hours
Total		\$1,650	\$5,365	\$4,590
Aerial topographic survey Lump Sum (optional)	\$5,250			

Hours Total	1767.5
Sub-Total	\$258,166
Other Direct Costs Total	\$11,718
Optional Services Total (not included in the Grand Total)	\$22,315
Grand Total	\$269,883

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and KTU&A)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements 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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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.

2/23

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/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

[illegible]

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ 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. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		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 _____	

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and KTU&A)**

City of Oxnard
Agreement Number CCL-5129-106 AMS
ADV ID: 0722000281
Page 1 of 19

**RESTRICTED GRANT AGREEMENT
(CITY OF OXNARD AND CALTRANS)****Clean California Local Grant Program (State)****Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I**AGENCY Agrees:**

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II**CALTRANS Agrees:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III**It Is Mutually Agreed:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in Oxnard Beautification and Clean-up Program, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e) and the parties agree that **AGENCY** must satisfy all of the requirements of California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
 California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 ¹	 \$887,282.00 \$2,661,847.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	Total Project Costs	\$3,549,129.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee		05/09/2022	\$3,549,129.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Kevin Thompson, (805) 385-7951.
- b. **CALTRANS'** Contract Manager is Tammi Altamirano, (213) 366-2601. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

CITY OF OXNARD

Attention: Kevin Thompson, Parks Manager
 Phone Number: (805) 385-7951
 Email: kevin.thompsonpw@oxnard.org
 305 West Third Street, East Wing, 2nd Floor
 Oxnard, California 93030

California Department of Transportation

District 07, Local Assistance

Attention: Tammi Altamirano, Clean California Grant Manager

Phone Number: (213) 366-2601

Email: Tammi.Altamirano@Dot.CA.GOV

100 S. Main Street

Los Angeles, California 90012

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$3,549,129.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III– Payment and Invoicing, Item 14(e)(4), above**.

- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III—Payment and Invoicing, Item 14c, above.**

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
 - b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
 - c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).
30. **CALTRANS'** Use of "Before" and "After" Project Photographs
- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
 - b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
 - c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
 - d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

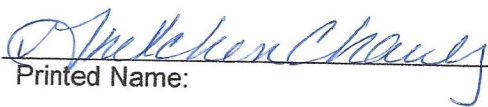
In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION**

CITY OF OXNARD

By:

By:





Printed Name:

Printed Name:

Gretchen Chavez

Alexander Nguyen

Title:

Title:

Office Chief
 Clean California Local Grant Program
 Division of Local Assistance

City Manager

Date:

Date:

7/14/22

6/27/2022

By:

Printed Name:

Title:

Date:

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and KTU&A)

FEDERAL & STATE FUNDING - CALTRANS PROJECTS

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>. Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

- A. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- B. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- D. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on

schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

- ☒ A. CONSULTANT Services
Landscape Design Services as outlined in Exhibit A
- ☐ B. Right of Way
- ☐ Right of Way requirements are to be determined and shown by CONSULTANT;
 - ☐ Land surveys and computations with metes and bounds descriptions are to be made; and,
 - ☐ Right of Way parcel maps are to be furnished.
- ☒ C. Surveys
- ☐ CONSULTANT has the responsibility for performing preliminary or construction surveys.
- ☐ D. Subsurface Investigations
CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the following _____.
Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.
- E. CITY Obligations
All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.
- ☒ F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs

incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

- ☒ G. Checking Shop Drawings
This Agreement requires the preparation of construction drawings which must be checked. CONSULTANT agrees that the payment for checking shop drawings by CONSULTANT is included in the fee charged by CONSULTANT under this AGREEMENT.
- ☒ H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.
- ☒ I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

None.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that

exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY approved overhead rate set forth in the approved Cost Proposal. In the event, CITY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by CITY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

- C. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.
- D. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- E. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be e-mailed to pwinvoices@oxnard.org
- F. The total amount payable by CITY including the fixed fee shall not exceed \$269,883.
- G. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

None.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT

has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- B. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- C. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- D. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- E. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

- ☒ **Method 1:** No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 2:** No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 3:** The CITY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Any delay or postponement of payment may take place only for good cause and with the CITY's prior

written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair

market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of

perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the

Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours

per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established

necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that

all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions

of this clause in all subcontracts to perform work under this AGREEMENT.

- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions

will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

□ **ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall

DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or,
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without

authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good

faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a

Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX - INSURANCE

None.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

None.

ARTICLE XXII – CONTINGENCY FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

None.

ARTICLE XXIV - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property

belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

None.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a

proper payment request.

2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and KTU&A)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard CONSULTANT/Professional services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.
- c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT G

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and KTU&A)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq.

concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in

the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONSULTANT, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of CONSULTANT under this Section shall survive Agreement termination.



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

DATE: February 21, 2023
TO: Housing Authority
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Plaza Vista Apartments Drain Line and Electrical Panel Project.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize execution of the following firm-fixed price contracts:

1. Agreement number A-8512 in the amount of \$267,472.92 with Oscalibur Plumbing, Inc to replace the plumbing drain line at the Plaza Vista public housing site using funds appropriated from the 2019 Capital Fund grant; and
2. Agreement number A-8510 in the amount of \$341,857.79 to replace the main electrical panels at the Plaza Vista public housing site using funds appropriated from the 2019 Capital Fund grant.

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

BACKGROUND

The Plaza Vista public housing site is a seven-floor building built in 1966 with a total of fifty (50) apartment units which includes two (2) guest units. The Oxnard Housing Authority has begun replacing operating systems and remodeling the apartments based on funding availability and urgency of repairs needed. During the two most recent years, the number of emergency repairs due to the age and poor condition of the drain line system has nearly doubled. The drain lines are the sewer waste lines that run throughout the entire building. They are leaking in multiple areas, which are causing flooding of units. This issue not only jeopardizes the tenant's personal belongings, but most importantly, water leaks create a safety hazard. Based on the number and scale of leaks and condition of the drain lines, their replacement is necessary.

In addition to the drain line system, the electrical panels and breakers manufactured by Zinsco and Federal Pacific need to be replaced. Although the panels are in proper working condition, the industry has moved away from panels manufactured by both companies because of potential safety hazards. Zinsco panels are no longer considered safe due to the type of aluminum used by the manufacturer which have been known to melt and fuse to the buss bar and issues with interior tripping mechanisms getting jammed. The Federal Pacific breakers have also shown problems with not tripping when an electric surge is detected, which could lead to a fire hazard. Therefore, it is recommended that the panels be replaced.

Both projects were planned for and included in the 2019 Capital Fund Program Five-Year Action Plan of the Housing Authority of the City of Oxnard.

ANALYSIS

The City of Oxnard and the Housing Authority of the City of Oxnard are members of Sourcewell (formerly known as the National Joint Powers Alliance), which competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code

authorizes public agencies to participate in cooperative purchasing agreements like those established by Sourcewell, while still complying with the local procurement policies. This project is subject to wage requirements of the Davis-Bacon and Related Acts (29 CFR Part 5) and the Section 3 Act of 1968 (24 CFR Part 75).

The Housing Authority of the City of Oxnard engaged Gordian, which is a service consultant authorized by Sourcewell, to procure a plumbing contractor for the drain line project and a general contractor for the electrical panel project.

Agreement A-8512- Drain Line Project

Oscalibur Plumbing, Inc. submitted a proposal in the amount of \$267,472.92. The proposed scope of work includes:

1. Demolition and removal of existing copper drainpipes for lavatory, toilet, bathtub, kitchen sink for 48 units, (the other 2 remaining units were recently updated)
2. Demolition and patching of drywalls used to access plumbing behind restrooms
3. Replacement of existing copper drain lines with polyvinyl chloride drain-waste-vents
4. Area of work will be cleaned daily and protected by plastic when in progress
5. Asbestos test will be performed

Agreement A-8510- Electrical Panel Project

MDJ Management, LLC submitted a proposal for the amount of \$341, 857.79. The proposed scope of work includes:

1. Removal and replacement of existing 700-amp Federal Pacific main meter panel. Installation of Siemens switchboard meter, breakers, and 2 Siemens subpanels
2. Removal and replacement of existing 200-amp Federal Pacific subpanel. All new required breakers will be installed in each sub panel.
3. For floors 2 through 7, removal and replacement of existing breakers, switchgear and cabinets.
4. All 50 apartment units will have existing 70-amp Federal Pacific subpanels and individual breakers removed and replaced with new 100-amp Siemens panels. All new panels will also have new breakers installed.

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

The funding for this item will be from the Housing Authority Capital Fund Grant of 2019. The Capital Fund allocation to the Housing Authority of the City of Oxnard was \$2,165,525. After deducting debt service, management fees and the cost of this agreement the remaining fund balance will be \$66,291. There is no impact to any City Fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement Number A-8512
2. Agreement Number A-8510

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8512**

Name of Contractor: Oscalibur Plumbing, Inc.

Address: 16025 Archwood Street, Van Nuys, CA 91406

Project description: Plaza Vista Building Drain Lines Plumbing

This Capital Improvement Contract ("**Contract**") is made at Oxnard, California, as of this 19th day of December 2022 between the City of Oxnard Housing Authority, called herein the "**Authority**", and the above-named contractor ("**Contractor**") for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the scope of work per the detailed scope of work submitted for the 50 Unit Drain Lines Upgrade at Plaza Vista. Authority shall pay Contractor, as described in **Exhibit A**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **\$267,472.92**

The above sum includes all taxes and the costs of any required bonds.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor's invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in the approved plans.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

- a. Change Orders
- b. Contract Amendments –
- c. This Contract
- d. Amendments to HUD Form 5370-C
- e. HUD Form 5370-C General Conditions for Non-Construction Contracts – Public Housing Programs
- f. Specifications
- g. Plans
- h. Permits
- i. Contractor's bid proposal and list of subcontractors (if applicable).
- j. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
- k. Insurance as required by the specifications and applicable law.
- l. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is **45 working days** after receipt of the Notice to Proceed.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

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.

CITY OF OXNARD
HOUSING AUTHORITY

OSCALIBUR PLUMBING, INC.

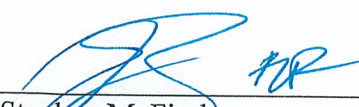
John C. Zaragoza
Chairman



Oscar Suarez
President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Stephen M. Fischer,
Housing General Counsel

Rhonda Hodge
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

Rhonda Hodge
Contract Administrator

GENERAL CONDITIONS

Work Hours:

From 8:00 AM to 5:00 PM max. Including 1-hour lunch.

No work is allowed Saturdays, Sundays and during any official holidays.

Safety and Security:

The contractors are required to secure the work area during the work hours, lunch hours, weekends, and holidays. The contractors shall secure and render safe the entire construction area at the end of each working day. Work areas must be well barricaded and flagged, and all precautions should be taken to avoid injury or damage to any person or property and shall protect and indemnify the Housing against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by it or its agents, employees or Subcontractors.

Compliance with all Laws:

The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:

The contractor is expected to complete the job in not to exceed forty-five **(45) working days**.

Construction Debris:

Due to the nature of the job, the contractor is responsible for hauling away debris.

Storage Bin

The contractor shall provide bins and/or containers for temporary storage.

Warranty:

The contractor shall warranty the work for a period of **One (1) year** against workmanship.

Final Walkthrough, and Sign off:

The contractor is required to call for a final walk through with the project manager and/ or the Housing Authority staff after completion of the project. Upon approval, the contractor may bill the Housing Authority for said work. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.



Work Order Signature Document

EZIQC Contract No.: CA-R8-PLUM02-123021-OPI



New Work Order



Modify an Existing Work Order

Work Order Number.: 111470.00

Work Order Date: 12/07/2022

Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Owner Name: Oxnard Housing Authority

Contractor Name: Oscalibur Plumbing, Inc

Contact: Fredi Contreras

Contact: Oscar Suarez

Phone: 805-890-8319

Phone: 213-858-2575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-PLUM02-123021-OPI.

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$267,472.92

Owner Purchase Order Number:

Approvals

Oxnard Housing Authority

Date

Oscar Suarez

Oscalibur Plumbing, Inc

12/19/2022

Date

Detailed Scope of Work

To: Oscar Suarez
Oscalibur Plumbing, Inc
16025 Archwood St.
Van Nuys, CA 91406

From: Fredi Contreras
Oxnard Housing Authority
1470 E Colonia Rd
oxnard, CA 93030
805-890-8319

Date Printed: December 07, 2022

Work Order Number: 111470.00

Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Brief Scope:☐

Preliminary

☐

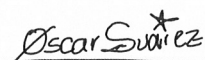
Revised

☒Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Date: December 6, 2022 OHA - Plaza Vista Building Drain Lines Plumbing Scope of Work 1. Demo and remove existing copper drainpipe for Lavatory, Toilet, Bathtub and Kitchen sink for 48 units on 7 floors. 2. Demo existing drywall to access the plumbing behind the restroom. 3. Replace existing 2", 3" and 4" Copper Drain line with PVC DWV. Add new supports and anchors. 4. Patch opening with Drywall, finish, and Paint. 5. Area of work must be cleaned daily for Resident Safety. 6. Area of work will be protected by plastic when work is not in progress. 7. Prior to demo, Asbestos test will need to be performed. If test is clean, demo will proceed. If samples are returned hot, abatement must be performed. (Not part of this proposal) a. Provide Lab technician to take samples from various locations throughout the building. b. Take samples to lab to test for Asbestos. c. Asbestos report provided did not provide enough information on the entire building.

Subject to the terms and conditions of JOC Contract **CA-R8-PLUM02-123021-OPI**.



Oscalibur Plumbing, Inc12/19/2022

Date

Oxnard Housing Authority

Date

Contractor's Price Proposal - Summary

Date: December 07, 2022

Re: IQC Master Contract #: CA-R8-PLUM02-123021-OPI
Work Order #: 111470.00
Owner PO #:
Title: OHA - Plaza Vista Building Drain Lines Plumbing
Contractor: Oscalibur Plumbing, Inc
Proposal Value: \$267,472.92

Section - 01	\$12,370.21
Section - 02	\$4,266.24
Section - 09	\$35,000.27
Section - 22	\$207,441.47
Section - 23	\$8,394.73
Proposal Total	\$267,472.92

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: December 07, 2022

Re: IQC Master Contract #: CA-R8-PLUM02-123021-OPI
 Work Order #: 111470.00
 Owner PO #:
 Title: OHA - Plaza Vista Building Drain Lines Plumbing
 Contractor: Oscalibur Plumbing, Inc
 Proposal Value: \$267,472.92

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$5,757.73
			Installation	Quantity 5,234.30 x Unit Price 1.00 x Factor 1.1000 = Total 5,757.73	
				2% Bond Reimbursement (\$261,715.19 x 2% = \$5,234.30	
2	01 56 16 00 0003		SF	6 Mil, Plastic Sheeting, Applied To Walls	\$2,550.53
			Installation	Quantity 4,608.00 x Unit Price 0.45 x Factor 1.2300 = Total 2,550.53	
				Plastic to seal wall opening when work is not taking place to protect the residents. 4' x 8' space = 32SF x 48 Locations = 1,536 SF x 3 = 4608. must be done 3 times per location to demo, plaster and paint.	
3	01 66 19 00 0003		CY	Transfer Delivered Material Between Floors Via Elevator , Per TripQuantity is not multiplied by number of floors traveled. Includes transfer of materials between elevators, if more than one bank of elevators is required.	\$3,046.46
			Installation	Quantity 240.00 x Unit Price 10.32 x Factor 1.2300 = Total 3,046.46	
				Transfer material from ground floor to floors 2 - 7. Estimated trips = 3 trips per location x 8 locations = 24 per floor x 5 floors = 120 trips of 2CY = 240 CY	
4	01 66 19 00 0071		CY	Transfer Demolition Debris Between Floors Via Elevator, Per TripQuantity is not multiplied by number of floors traveled. Includes transfer of materials between elevators, if more than one bank of elevators is required.	\$1,015.49
			Installation	Quantity 80.00 x Unit Price 10.32 x Factor 1.2300 = Total 1,015.49	
				Transferring debris from floors 3-7 to Dumpster. Estimated trips = 2 trips per location x 8 locations = 16 per floor x 5 floors = 80 trips of 1CY	
Subtotal for Section - 01					\$12,370.21
Section - 02					
5	02 82 13 00 0002		HR	Certified Asbestos Air Sampling Technician For Bulk Sampling Or Air Monitoring	\$2,575.92
			Installation	Quantity 24.00 x Unit Price 87.26 x Factor 1.2300 = Total 2,575.92	
				Hours for testing for Asbestos prior to Demolition. 16 hours for field testing and 8 hours lab time	
6	02 82 13 00 0003		EA	48 Hours Or Longer Turnaround, (Bulk Point Counting) PLM Test, Asbestos Testing	\$1,690.32
			Installation	Quantity 28.00 x Unit Price 49.08 x Factor 1.2300 = Total 1,690.32	
				Asbestos samples. 4 samples per floor x 7 = 28.	
Subtotal for Section - 02					\$4,266.24
Section - 09					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 111470.00

Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Section - 09

7	09 01 20 91 0005	SF	>8 To 16 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location.				\$6,467.09
		Installation	Quantity	Unit Price	Factor	Total	
			460.00	11.43	1.2300	6,467.09	
		Cut and patch drywall at Kitchen Ceiling to replace pipe. 2' x 4' space = 8SF x 48 Locations = 384 SF x 20%					
8	09 01 20 91 0006	SF	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location. See CSI section 09 29 10 00-0001 for "Gypsum Board" repairs > 32 SF.				\$23,167.62
		Installation	Quantity	Unit Price	Factor	Total	
			1,843.00	10.22	1.2300	23,167.62	
		Cut and patch drywall at restroom wall to replace pipe. 4' x 8' space = 32SF x 48 Locations = 1,536 x 20% =					
9	09 91 23 00 0065	SF	2 Coats Paint, Brush Work, Paint Interior Plaster/Drywall Walls				\$5,365.56
		Installation	Quantity	Unit Price	Factor	Total	
			3,072.00	1.42	1.2300	5,365.56	
		Paint walls after patching and finishing gypsum. 48 areas x 64sf each = 3072 sf					

Subtotal for Section - 09

\$35,000.27

Section - 22

10	22 13 13 00 0042	EA	Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent Pipe, Floor Mounted, Water ClosetIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture and flush valve.				\$28,768.42
		Installation	Quantity	Unit Price	Factor	Total	
			48.00	487.27	1.2300	28,768.42	
		New Rough in after replacing Copper Pipe with PVC.					
11	22 13 13 00 0046	EA	Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent Pipe, Wall Mounted, LavatoryIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.				\$19,146.08
		Installation	Quantity	Unit Price	Factor	Total	
			48.00	324.29	1.2300	19,146.08	
		New Rough in after replacing Copper Pipe with PVC.					
12	22 13 13 00 0047	EA	Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent Pipe, Countertop, Kitchen SinkIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture and faucet.				\$26,382.02
		Installation	Quantity	Unit Price	Factor	Total	
			48.00	446.85	1.2300	26,382.02	
		New Rough in after replacing Copper Pipe with PVC.					
13	22 13 13 00 0048	EA	Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent Pipe, BathtubIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture and faucet.				\$26,446.38
		Installation	Quantity	Unit Price	Factor	Total	
			48.00	447.94	1.2300	26,446.38	
		New Rough in after replacing Copper Pipe with PVC.					
14	22 13 16 00 0499	LF	2" Hard Drawn DWV Copper Tube/Pipe				\$1,794.82
		Installation	Quantity	Unit Price	Factor	Total	
			0.00	23.23	1.2300	0.00	
		Demolition	240.00	6.08	1.2300	1,794.82	
		Demo existing 2" Copper Pipe					
15	22 13 16 00 0500	LF	3" Hard Drawn DWV Copper Tube/Pipe				\$8,337.06
		Installation	Quantity	Unit Price	Factor	Total	
			0.00	49.88	1.2300	0.00	
		Demolition	805.00	8.42	1.2300	8,337.06	
		Demo existing 3" Copper Pipe					

Work Order Number: 111470.00
Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Contractor's Price Proposal - Detail

Contractor's Price Proposal - Detail Continues..

Work Order Number: 111470.00
Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Subtotal for Section - 23	\$8,394.73
---------------------------	------------

Proposal Total	\$267,472.92
----------------	--------------

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: December 07, 2022

Re: IQC Master Contract #: CA-R8-PLUM02-123021-OPI
 Work Order #: 111470.00
 Owner PO #:
 Title: OHA - Plaza Vista Building Drain Lines Plumbing
 Contractor: Oscalibur Plumbing, Inc
 Proposal Value: \$267,472.92

Name of Contractor	Duties	Amount	%
Oscalibur Plumbing Inc		\$267,472.92	100.00

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8510**

Name of Contractor: MDJ Management

Address: 531 Main Street, #611, El Segundo, CA 90245

Project description: Plaza Vista Building Electrical Panel Upgrade

This Capital Improvement Contract ("**Contract**") is made at Oxnard, California, as of this 19th day of December 2022 between the City of Oxnard Housing Authority, called herein the "**Authority**", and the above-named contractor ("**Contractor**") for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the scope of work per the detailed scope of work submitted for the 50 Unit Complex Panel Upgrade at Plaza Vista. Authority shall pay Contractor, as described in **Exhibit A**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **\$341,857.79**

The above sum includes all taxes and the costs of any required bonds.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor's invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in the approved plans.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

- a. Change Orders
- b. Contract Amendments –
- c. This Contract
- d. Amendments to HUD Form 5370-C
- e. HUD Form 5370-C General Conditions for Non-Construction Contracts – Public Housing Programs
- f. Specifications
- g. Plans
- h. Permits
- i. Contractor's bid proposal and list of subcontractors (if applicable).
- j. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
- k. Insurance as required by the specifications and applicable law.
- l. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is **30 working days** after receipt of the Notice to Proceed.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

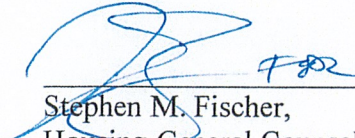
Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

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.

CITY OF OXNARD
HOUSING AUTHORITY

John C. Zaragoza
Chairman

APPROVED AS TO FORM:

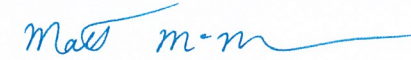


Stephen M. Fischer,
Housing General Counsel

APPROVED AS TO COMPLIANCE:

Rhonda Hodge
Contract Administrator

MDJ MANAGEMENT



Matthew McMillon
President

APPROVED AS TO INSURANCE:

Rhonda Hodge
Housing Finance Officer

GENERAL CONDITIONS

Work Hours:

From 8:00 AM to 5:00 PM max. Including 1-hour lunch.

No work is allowed Saturdays, Sundays and during any official holidays.

Safety and Security:

The contractors are required to secure the work area during the work hours, lunch hours, weekends, and holidays. The contractors shall secure and render safe the entire construction area at the end of each working day. Work areas must be well barricaded and flagged, and all precautions should be taken to avoid injury or damage to any person or property and shall protect and indemnify the Housing against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by it or its agents, employees or Subcontractors.

Compliance with all Laws:

The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:

The contractor is expected to complete the job in not to exceed thirty **(30) working days**.

Construction Debris:

Due to the nature of the job, the contractor is responsible for hauling away debris.

Storage Bin

The contractor shall provide bins and/or containers for temporary storage.

Warranty:

The contractor shall warranty the work for a period of **One (1) year** against workmanship.

Final Walkthrough, and Sign off:

The contractor is required to call for a final walk through with the project manager and/ or the Housing Authority staff after completion of the project. Upon approval, the contractor may bill the Housing Authority for said work. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.


Work Order Signature Document
EZIQC Contract No.: CA-R7-GB06-123021-MDJ
☒
New Work Order
☐
Modify an Existing Work Order

Work Order Number.: 111469.00

Work Order Date: 11/30/2022

Work Order Title: OHA - Plaza Vista Building Electrical Panel Upgrade

Owner Name: City of Oxnard Housing Authority

Contractor Name: MDJ Management

Contact: Fredi Contreras

Contact: Matt McMillon

Phone: 805-890-8319

Phone: 310-490-1521

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R7-GB06-123021-MDJ.

Brief Work Order Description:
Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒
Work Order Firm Fixed Price: \$341,857.79

Owner Purchase Order Number:

Approvals

City of Oxnard Housing Authority

Date

12/20/22

MDJ Management

Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

From: Fredi Contreras
City of Oxnard Housing Authority
1470 E Colonia Rd
oxnard, CA 93030
805-890-8319

Date Printed: November 30, 2022

Work Order Number: 111469.00

Work Order Title: OHA - Plaza Vista Building Electrical Panel Upgrade

Brief Scope:

☐

Preliminary

☐

Revised

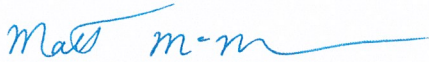
☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached

Subject to the terms and conditions of JOC Contract **CA-R7-GB06-123021-MDJ**.



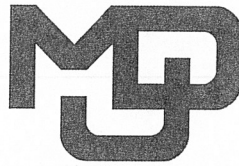
MDJ Management

12/20/22

Date

City of Oxnard Housing Authority

Date



MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: 401 C St. Panel Upgrade
Location: 401 South C St. Oxnard, CA
Customer: Oxnard Housing Authority

Submission Date: 11/29/22

Detailed Scope of Work

Main Meter Panel

- Removal of existing 700 amp Federal Pacific Main Meter Panel
 - Along with associated breakers, subpanels, and switchgear
- Purchase and installation of 700 to 1000 amp Siemens switchboard meter
 - 208/120 3 phase 4 wire
 - All 2 pole Siemens HQ type breakers
 - Installation of (2) 100 amp Siemens subpanels
- Will require inspection and communication with inspector
- Could take 2-3 days
 - Temporary power generator to be supplied by MDJ to provide power to building during changeout

Subpanel in Maintenance Closet

- Removal of existing 200 amp Federal Pacific subpanel
- Purchase and installation of a new 200 amp Siemens subpanel
 - Will use existing subpanel box as junction box to install new panel surface mount on the wall
 - Per code new panel will not extend beyond wall more than 4"
 - Reconnect all existing electrical wires back into the new sub panel properly
 - Modification of all sub panels so that the existing electrical feeds will connect into subpanel properly
- Purchase and installation of all new required breakers in each sub panel
 - (6) 220/30 amp breakers
 - (18) single pole 20 amp breakers
 - Exclusion: Additional breakers required outside of what is listed above will require an additional cost
 - Label Existing panels per existing labels prior to demolition

Floors 2-7 Meter Banks

- Each of the 6 floors have the same Meter Banks
- Removal of the existing Federal Pacific Meter banks and all existing breakers, switchgear, and cabinets
- Purchase and installation of Siemens Meter Bank
 - 8 meters per floor
 - All required breakers, switchgear, and cabinets
- Each floor will be down for 1 full day
 - Customer to provide small generators to power tenant apartments as required

Apartment Subpanels

- 50 separate units require new panels
 - Work will require power down for up to 4 hours per unit
- Removal of the existing 70 amp Federal Pacific subpanel and its breakers for each unit
- Purchase and installation of a new 100 amp Siemens subpanel
 - Will use existing subpanel box as junction box to install new panel surface mount on the wall
 - Per code new panel will not extend beyond wall more than 4"
 - Reconnect all existing electrical wires back into the new sub panel properly
 - Modification of all sub panels so that the existing electrical feeds will connect into subpanel properly
- Purchase and installation of all new required breakers in each sub panel
 - (2) 220/40 amp breakers
 - (6) single pole 20 amp breakers
 - Exclusion: Additional breakers required outside of what is listed above will require an additional cost
 - Label Existing panels per existing labels prior to demolition

Notes:

- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**Normal Working Hours - Davis Bacon Wages**), materials, equipment to complete this scope of work.
- Asbestos and Lead Report not included in plans
 - If area is found to be contaminated additional costs to be incurred
- Construction Exclusions:
 - Additional breakers required outside of what is listed above will require an additional cost
 - Existing wiring is not up to code. This scope excludes bringing all panels, distribution, and feeds up to code
 - Customer confirmed with Oxnard City Inspector surfaced mounted panels are acceptable as long as they extend no more than 4" from wall
 - Access to panels for MDJ is the responsibility of customer
 - Client to provide generators for use as needed to power each unit

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
 - One year warranty against workmanship

- Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing, inspection, survey, and engineering unless specified above
- We exclude utilities and hazardous or contaminated material.
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost.
- We exclude premium time.
- We exclude anything not specifically mentioned above.
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation.
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

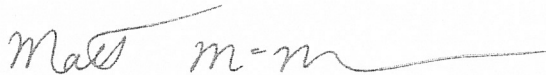
BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal**. Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:

A handwritten signature in dark ink, appearing to read "Matt m-m", with a long horizontal flourish extending to the right.

Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: November 30, 2022

Re: IQC Master Contract #: CA-R7-GB06-123021-MDJ
Work Order #: 111469.00
Owner PO #:
Title: OHA - Plaza Vista Building Electrical Panel Upgrade
Contractor: MDJ Management
Proposal Value: \$341,857.79

Section - 01	\$31,270.26
Section - 26	\$310,587.53
Proposal Total	\$341,857.79

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: November 30, 2022

Re: IQC Master Contract #: CA-R7-GB06-123021-MDJ
 Work Order #: 111469.00
 Owner PO #:
 Title: OHA - Plaza Vista Building Electrical Panel Upgrade
 Contractor: MDJ Management
 Proposal Value: \$341,857.79

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$7,357.90
			Installation	Quantity 6,689.00 x Unit Price 1.00 x Factor 1.1000 = Total 7,357.90	
				Bond = \$334,499 x 2%	
2	01 22 20 00 0089		HR	Maintenance Electrician With Truck And ToolsThis task will be used specifically for maintenance service calls.	\$12,422.21
			Installation	Quantity 83.00 x Unit Price 141.93 x Factor 1.0545 = Total 12,422.21	
				Existing panels, meter banks, and switchgear are old and outdated as well as the feed and distribution openings in the Block walls. Each new panel will need to be field modified to allow existing conditions to work with new equipment. 1 hours per panel (51 hours), 4 hours per meter bank (24 hours), and 8 hours for main (8 hours).	
3	01 22 23 00 0741		WK	750.0 KW, 60 Hertz Container Diesel Powered Generator SetFuel consumption: 100% load - 53.4 gallons per hour, 75% load - 39.3 gallons per hour, 50% load - 24.4 gallons per hour.	\$6,266.57
			Installation	Quantity 1.00 x Unit Price 6,266.57 x Factor 1.0000 = Total 6,266.57	
				need generator to power building for 3 days. Weekly Li cheaper than Daily rate	
4	01 66 19 00 0003		CY	Transfer Delivered Material Between Floors Via Elevator, Per TripQuantity is not multiplied by number of floors traveled. Includes transfer of materials between elevators, if more than one bank of elevators is required.	\$2,611.79
			Installation	Quantity 240.00 x Unit Price 10.32 x Factor 1.0545 = Total 2,611.79	
				40 CY of debris and 40 CY of material for each floor.	
5	01 66 19 00 0071		CY	Transfer Demolition Debris Between Floors Via Elevator, Per TripQuantity is not multiplied by number of floors traveled. Includes transfer of materials between elevators, if more than one bank of elevators is required.	\$2,611.79
			Installation	Quantity 240.00 x Unit Price 10.32 x Factor 1.0545 = Total 2,611.79	
				40 CY of debris and 40 CY of material for each floor.	
Subtotal for Section - 01					\$31,270.26
Section - 26					
6	26 24 13 00 0012		EA	1,200 Amperes, 240 Volt, 3 Phase, 4 Wire, Distribution Switchboard With MC Main Breaker	\$12,875.89
			Installation	Quantity 1.00 x Unit Price 11,248.42 x Factor 1.0545 = Total 11,861.46	
			Demolition	1.00 x 962.00 x 1.0545 = 1,014.43	
				In Electrical Room. Main breaker and feed for entire building	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 111469.00

Work Order Title: OHA - Plaza Vista Building Electrical Panel Upgrade

Section - 26

7	26	24	13	00	0032	EA	600 To 1,200 Amperes, 240 Volt, MC Branch Breaker									\$95,251.38
							Installation	Quantity		Unit Price		Factor			Total	
								8.00	x	10,864.39	x	1.0545	=		91,651.99	
							Demolition	8.00	x	426.67	x	1.0545	=		3,599.39	
							In Electrical Room. Branch breaker to each meter bank on each floor									
8	26	24	13	00	0213	EA	800 Amperes, 480 Volt, 4 Wire, Switchboard Incoming No Switch Circuit									\$32,311.93
							Installation	Quantity		Unit Price		Factor			Total	
								6.00	x	4,332.49	x	1.0545	=		27,411.66	
							Demolition	6.00	x	774.50	x	1.0545	=		4,900.26	
							Incoming and distribution switchgear from in each laundry room feeding the meters for each subpanel in each apartment.									
9	26	24	13	00	0221	EA	800 Amperes, Switchboard Distribution Section Aluminum Bus Less Breaker									\$38,393.37
							Installation	Quantity		Unit Price		Factor			Total	
								6.00	x	5,353.79	x	1.0545	=		33,873.43	
							Demolition	6.00	x	714.39	x	1.0545	=		4,519.95	
							Incoming and distribution switchgear from in each laundry room feeding the meters for each subpanel in each apartment.									
10	26	24	16	00	0456	EA	125 Ampere Rating, Main Breaker, Indoor, 12 Circuit, 3 Wire, 120/240 Volt, 1 Phase, Assembled Panelboard With 20 Ampere, 1 Pole Plug-In Breakers									\$61,715.67
							Installation	Quantity		Unit Price		Factor			Total	
								52.00	x	840.35	x	1.0545	=		46,079.75	
							Demolition	52.00	x	285.15	x	1.0545	=		15,635.92	
							removal of existing and installation of new panels. 2 in main electrical room and 1 per apartment.									
11	26	24	16	00	0470	EA	200 Ampere Rating, Main Breaker, Indoor, 42 Circuit, 4 Wire, 120/208 Volt, Assembled Panelboard With 20 Ampere, 1 Pole Plug-In Breakers									\$4,145.25
							Installation	Quantity		Unit Price		Factor			Total	
								1.00	x	3,075.97	x	1.0545	=		3,243.61	
							Demolition	1.00	x	855.04	x	1.0545	=		901.64	
							removal of existing and installation of new service panel in maintenance closet.									
12	26	27	13	00	0125	EA	Single Phase M-90 Meter, Socket, NEMA 3R Enclosure									\$50,460.99
							Installation	Quantity		Unit Price		Factor			Total	
								50.00	x	905.76	x	1.0545	=		47,756.20	
							Demolition	50.00	x	51.30	x	1.0545	=		2,704.79	
							meter for each of the subpanels to each apartment. for floors 2-7 eight meters in each laundry room.									
13	26	28	16	13	0117	EA	35 To 60 Amperes, 1 Pole, 240 Volt, Branch Circuit Breaker, 42,000 Ampere Interrupting Capacity									\$16,388.74
							Installation	Quantity		Unit Price		Factor			Total	
								106.00	x	131.23	x	1.0545	=		14,668.50	
							Demolition	106.00	x	15.39	x	1.0545	=		1,720.25	
							Each apartment unit has (2) 40 amp 220 breaker installed. Maintenance Panel has (6) 30 amp breakers installed. Panel LI includes 20 amp breakers. Additional cost to remove and install new 30/40 amp breakers.									
14	26	28	16	13	0117	0041	MOD	For Installation In New Panelboard, DeductAlso for use with new interiors in panelboards.								-\$955.69
							Installation	Quantity		Unit Price		Factor			Total	
								106.00	x	-8.55	x	1.0545	=		-955.69	

Subtotal for Section - 26

\$310,587.53

Proposal Total

\$341,857.79

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: November 30, 2022

Re: IQC Master Contract #: CA-R7-GB06-123021-MDJ
Work Order #: 111469.00
Owner PO #:
Title: OHA - Plaza Vista Building Electrical Panel Upgrade
Contractor: MDJ Management
Proposal Value: \$341,857.79

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. J.5

DATE: February 21, 2023

TO: City Council

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

SUBJECT: Authorize the Programming of Additional Ongoing Funding for Park Maintenance Projects and the Approval of Two New One-Time Projects into Measure O.

RECOMMENDATION

That the City Council authorize the programming of the following additional ongoing funding for park maintenance projects and the approval of two new projects into Measure O:

1. Increase funding for existing Measure O project MO5701 (College Park Maintenance) from \$838,524 annual budget by \$27,000 to \$865,524 annual budget and existing project MO5702 (East Village Park Operating Maintenance) from \$91,301 annual budget by \$3,000 to \$94,301 annual budget;
2. Approve the following new Measure O project with associated one-time funding: Tier 2 Seismic Evaluation for the Performing Arts Center - \$200,000; and
3. Approve the following new Measure O project with associated one-time funding: Facilities Assessment - \$340,000.

(The Measure O Citizen Oversight Committee reviewed this item on January 26, 2023, and determined that it should proceed to Council).

BACKGROUND

As of January 10, 2023, Measure O funds a total of 41 active projects: 24 ongoing operational projects, 6 ongoing debt service items, and 11 one-time funded projects. Ongoing funded projects receive a specific amount of funds each fiscal year; if staff does not use all of the funding from that fiscal year, we cannot roll over unused funds to the following fiscal year. One-time funded projects receive the approved funding only once, and staff expends the funds throughout the course of the project, even if these funds roll over to the next fiscal year. Once the funds are depleted, that project receives no additional funding.

DISCUSSION

Proposed Additional Ongoing Funding for College Park Maintenance

College Park Maintenance (Measure O Project number MO5701) was approved by the City Council on November 15, 2011. Previously, the Council appropriated Measure O funding and completed park improvements; the current project is the ongoing maintenance and operations of that park, which currently has an annual budget of \$838,524. East Village Park Operating Maintenance (Measure O Project number MO5702) was approved by the City Council on June 28, 2013. At the time, the Council appropriated Measure O funding (plus additional Quimby fees) to build East Village Park; the current project is the ongoing maintenance and operations of that park, which has an annual budget of \$91,301. The ongoing funding pays for five permanently assigned FTEs and all operating costs for these two parks.

Currently, College Park Maintenance (MO5701) and East Village Park Operating Maintenance (MO5702) have been underfunded for many years. Additionally, post-pandemic inflation has significantly increased material costs, exacerbating the funding deficiency. An ongoing increase of \$30,000 total to the annual maintenance budget of these two parks (\$27,000 to College Park and \$3,000 to East Village Park) would help remedy this and adequately maintain both parks for the high level of use that they receive. Below is a selection of commonly used supplies for the parks, including their prices in 2019 compared to 2023. All supplies are showing a substantial increase in cost due to inflation and supply chain difficulties.

Product Name	Size	Date	Cost	Date	Cost	Cost Increase	% Increase
QC Pointer Insecticide	4 oz	6/24/19	\$245.44	1/3/23	\$336.14	\$90.70	36.95%
Roundup Custom Herbicide	2.5 gal	5/18/21	\$63.85	1/3/23	\$161.16	\$97.31	152.40%
Shepard Fungicide QC	4 oz	5/20/20	\$210.05	1/3/23	\$230.64	\$20.59	9.80%
Soil amendment	Cubic yard	4/8/22	\$28.01	11/29/22	\$35.95	\$7.94	28.35%

Proposed New One-Time Project: Tier 2 Seismic Evaluation for the Performing Arts Center

The Performing Arts Center was designed in 1966 and has a total exhibit space of over 18,000 square feet. No significant seismic or strengthening improvements have been performed since its construction in 1968. Given the age of the structure and changes to building codes over the last 55 years, the City needs to perform a seismic evaluation of the existing structure to establish a probable level of damage that would occur during a seismic event and possible deficiencies in the existing structure. A Tier 1 field investigation and screening has already been performed for \$48,160. A further Tier-2 evaluation is a deficiency-based evaluation that includes an analysis of all of the potential deficiencies identified in the Tier 1 screening. The total estimated project cost is \$200,000 and would be expended in Fiscal Years 2023/24 and 2024/25.

Proposed New One-Time Project: Facilities Assessment

The City is responsible for 116 buildings that are managed by the Facilities Division of the Public Works Department. Most of these buildings have been impacted by long-term deferred capital improvements for systems such as HVAC, roofing, structural, electrical and plumbing. Unfortunately, the City does not have a comprehensive inventory of building assets nor a condition assessment of each asset. Therefore, the City needs specialized consulting services to develop a gap assessment management program for Public Works to identify the current life cycle stages of critical facilities and infrastructure. This will help reduce the deferred maintenance, establish best practices, and prioritize the capital improvement needs with cost estimates to be included in the City's five-year Capital Improvements Program. The project would total \$340,000 over the span of four fiscal years, with the following annual estimates: \$160,000 in the remaining 6 months of FY2022-23, \$100,000 in FY2023-24, \$40,000 in FY2024-25, and \$40,000 in FY2025-26. The actual annual costs will be based on the Consultant's project schedule and actual task delivery. However, the total contract will not exceed \$340,000.

The contract would cover an assessment of 41 of the City's 116 buildings due to anticipated time constraints of possible vendors. The City's entire inventory will need to be assessed in stages. Assessing 41 buildings will likely take over three years and is a realistic amount to include in an initial multi-year contract. The 41 buildings selected for assessment will be the most high-traffic and vitally used buildings.

STRATEGIC PRIORITIES

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.

FINANCIAL IMPACT

The total combined cost to Measure O for (1) the park maintenance projects increased funding and (2) two new projects is \$570,000. No existing Measure O projects will be removed or reduced; the \$570,000 is available for programming due to both the adopted budget's Seven Year Weaning Schedule and projected revenue during the COVID-19 pandemic exceeding expectations.

Sales tax revenues collected during the pandemic came in higher than anticipated, providing more available funds for Measure O programming than previously anticipated. Additionally, the Seven-Year Weaning Schedule was recommended by the Oversight Committee at the April 28, 2022 meeting and adopted by the Council at the June 7, 2022 meeting. In FY 2022-23, \$4.8 million was transferred to the General Fund. Several one-time initiatives/expenditures were added into Measure O for FY 2022/23, including citywide alleyway resurfacing, Fire Station 8 lease debt, a technology equipment upgrade and a library technology infrastructure refresh. Enough remains in Measure O to fund the proposed increase and two new projects.

Measure O's ending fund balance at June 30, 2022, was \$11.9 million. The projected ending fund balance at June 30, 2023, is \$13.4 million.

COMMITTEE OUTCOME

The Measure O Citizen Oversight Committee reviewed this item on January 26, 2023, provided feedback and determined that it should proceed to Council.

Prepared by: Annie Jensen, Project Manager

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. J.6

DATE: February 21, 2023

TO: City Council

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

SUBJECT: General Banking Services Agreement.

RECOMMENDATION

That the City Council receive and file the agreement with Bank of America in an estimated amount of \$500,000 for an initial term of 3 years with an option to renew for 5 one-year periods.

(Finance and Governance Committee approved 3-0.)

BACKGROUND

The City Treasurer, assisted by City staff from Finance, Information Technology (IT), Human Resources (HR), and Billing and Licensing developed a Request for Proposal (RFP) for Banking Services. Proposals were emailed to multiple banking institutions and solicited on Public Purchase, the City's solicitation portal. Bids were received from Bank of America and Bank of the West. Through a formal evaluation process with criteria set forth in the RFP, Bank of America was deemed as the best value to the City.

The City Treasurer complied with California Government Code Sections 53630-53686 and the City of Oxnard's Purchasing policies and wants to inform the Council and the public that best practices were followed.

DISCUSSION

State law authorizes a city treasurer to enter into contracts with depositories for services to be rendered by the depository to the agency. The proposals were written to include services such as banking services, lockbox services, sweep transactions, armored guard pickup services, etc. The question that came to mind was whether each separate activity might be best organized in such a way that a mixture of providers could result in better services with lower costs. With that in mind, the RFP was written so that we could pick from the list of services that would be most advantageous for the City.

Many requests for proposals were issued. The City received two proposals from Bank of America and Bank of the West. The two finalists were very qualified, very competitive and familiar with the government cash management processes. Bank of America was chosen through an evaluation process that included a panel of city staff from various departments. City staff gained knowledge from the analysis and verification of competitive pricing. Should the City change banking institutions, the implementation period is approximately between 30-45 days (or more) and would incur additional costs including staff resources.

Bank of America will provide for a continuing Sweep account using a DDA (direct deposit account) 110% collateralized bank account.

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 3-year banking services contract, based on historical bank fees and projected volume, is estimated to cost \$500,000. However, there is a possibility for this amount to be higher or lower. An Earned Credit Rate (ECR) of 2% will be applied to balances kept in eligible Bank of America deposit accounts. The resulting Earnings Credit Allowance (ECA) can be used to cover the costs or fees incurred from the bank. The ECA is calculated monthly and depending on the balance kept in these accounts, can reduce the amount paid for services and transaction fees. The ECA was considered when estimating the value of the general banking services agreement.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on January 10, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

1. Agreement for Government Banking Services

AGREEMENT FOR GOVERNMENT BANKING SERVICES

This Agreement for Government Banking Services (the "Agreement") is dated as of January 1, 2023 (the "Effective Date"), by and between Bank of America, N.A., a national banking association ("Bank") and the **City of Oxnard** ("City" or "Client").

WHEREAS, City issued a Solicitation for Banking Services on or about September 27, 2022, more fully identified as RFP #23-22 (the "RFP") for the procurement of various treasury services as outlined therein (collectively, the "Services"); and

WHEREAS, Bank was the successful and awarded bidder for the Services under the RFP, having submitted its proposal to the City on or before November 9, 2022 (the "Proposal"); and

WHEREAS, the City previously executed that certain Authorization and Agreement for Treasury Services Terms and Conditions Booklet dated as of October 5, 2016 (the "T&C Booklet") pursuant to which Bank has previously provisioned various treasury services to the City; and

WHEREAS, pursuant to the laws of the State of California, as applicable, the City wishes to procure such Services from Bank on basis of the RFP and the Proposal, subject to and as modified by the terms herein and Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City and Bank wish to enter into this Agreement for the purpose of specifying the final terms and constituent documents of the full agreement regarding the Services.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Bank each hereby agree as follows:

1. Integrated Agreement. The entire and final integrated agreement between the City and Bank related to the Services shall consist of the following documents: (i) this Agreement, including the schedule of fees as provided in Exhibit A; (ii) the T&C Booklet, including Bank's relevant user documentation and set-up forms in connection with the Services referenced therein, as applicable; (iii) the Bank's Proposal; and (iv) the City's RFP. In the event of conflict among the foregoing documents, such conflict shall be resolved by giving precedence first to this Agreement, then to the RFP as modified by the Proposal, and finally to the T&C Booklet. This integrated agreement supersedes all prior negotiations, representations, statements and agreements between Bank and the City, whether written or oral, regarding the Services.
2. Commencement of Performance. Except as may be otherwise agreed, Bank shall continue and/or begin performing the Services upon the City's execution and delivery of this Agreement and any related set-up forms, as applicable. Bank shall continue to perform the Services during the term of this Agreement in accordance with the terms hereof.
3. Term. The initial term of this Agreement shall begin as of the Effective Date and continue for three (3) years. This Agreement may be further extended or renewed upon mutual consent of the Bank and Client for up to five (5) additional periods of one (1) year each, or for such other period lengths and terms as the Bank and Client may further mutually agree in writing.
4. Failure to Perform/Cure. If Bank materially breaches any requirements of this Agreement, the City may issue a written notice to Bank that outlines the remedial action requested to cure such breach and bring Bank into material conformance with this Agreement. If such remedial action is not completed to the satisfaction of the City within ten (10) business days from Bank's receipt of such notice, the City may issue a second written notice to Bank of such material breach. If Bank does not take satisfactory action within five (5) business days of the date of Bank's receipt of the second written notice, then the City may terminate this Agreement effective immediately or upon such future date as the City may determine for such termination. Failure by the City to issue such notices or to

terminate this Agreement in a particular instance does not waive any of City's rights to issue subsequent notices.

5. Mutual Non-Indemnity. Notwithstanding anything to the contrary herein or in any of the constituent documents of the integrated agreement provided in Section 1 above, to the fullest extent permitted by applicable law, the City and Bank agree to a position of mutual non-indemnification of the other. For avoidance of doubt, the foregoing means that neither the City nor Bank shall bear responsibility to the other under this Agreement for any legal claims brought by third parties other than the City and Bank, or for any costs associated with or resulting from such legal claims.
6. Governing Law. Notwithstanding anything to the contrary herein or in any of the constituent documents of the integrated agreement provided in Section 1 above, the City and Bank agree that the construction and interpretation of this Agreement, and all rights and duties of the City and Bank hereunder, shall be governed by U.S. federal law and then the laws of the State of California, as applicable. Any legal action by the Bank against the City shall be brought in any court of competent jurisdiction with respect to Ventura County, California.
7. Notices. Except as may otherwise be specified in any applicable set-up forms or agreed to in writing by the City and Bank, notices to the City and Bank regarding this Agreement shall be sent to the respective addresses set forth below. Changes in the address set forth below may be made from time to time by either party upon written notice to the other party.

City: City of Oxnard
Attn: City Treasurer
300 Third Street, 2nd Floor
Oxnard, California 93030

Bank: Bank of America, N.A.
Attn: Public Sector Banking
333 South Hope Street, 38th Floor, Suite 3820
Los Angeles, California 90071

8. Authority. The City and Bank each represents and warrants that this Agreement has been duly authorized by all necessary action and is binding on such party in accordance with its terms herein.
9. Counterparts; Electronic Transmission and Signature. The City and Bank 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. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the City and Bank have executed this Agreement for Government Banking Services effective as of the date first written above.

CITY OF OXNARD

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____
Date: _____

By:  _____
Name: David Randolph
Title: SVP; Sr. Client Manager
Date: 12/28/2022

Client - ATTEST

By: _____
Name: _____
Title: _____
Date: _____

Client - Approved as to FORM:

By: _____
Name: _____
Title: _____
Date: _____

Client – Approved as to CONTENT:

By: _____
Name: _____
Title: _____
Date: _____

Client - Approved as to AMOUNT:

By: _____
Name: _____
Title: _____
Date: _____

Client - Approved as to INSURANCE

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

- **Earnings Credit Rate (ECR):** the Earnings Credit Rate on the City's applicable balances shall be set at 2.0% as of the Effective Date. This is a Bank-managed rate, not a fixed rate, and as such the ECR is subject to change by the Bank at any time, depending upon market conditions.
- **Schedule of Fees / Pro-Forma Analysis Statement:** See Attached.

AFP Code	Service Code Description	Frequency	Price	Definition
010000	ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	5.0000	THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT.
251050	ACH BLOCKS AUTH ADD-CHANGE	PER ADD/CHANGE	1.0000	THE CHARGE TO ADD OR CHANGE AUTHORIZED TRADING PARTNER INFORMATION. APPLICABLE TO ACCOUNTS ON THE ACH POSITIVE PAY SERVICE, BLOCKS AND/OR AUTHORIZATIONS SERVICES.
250150	ACH BLOCKS AUTH INSTRUCTIONS	PER BLOCK AND PER FILTER	0.7500	THE CHARGE PER INSTRUCTION ON FILE TO ALLOW SELECTED ACH CREDITS AND/OR DEBITS TO POST TO A CORPORATE ACCOUNT. THIS FEE IS APPLIED TO EACH BLOCK, WHICH IS AN INSTRUCTION. THIS FEE IS APPLIED TO EACH AUTHORIZATION, WHICH IS AN INSTRUCTION. APPLICABLE TO ACCOUNTS ON THE ACH POSITIVE PAY SERVICE, BLOCKS AND/OR AUTHORIZATIONS SERVICES.
251050	ACH BLOCKS AUTH MAINTENANCE	PER ACCOUNT	1.0000	THE CHARGE TO MAINTAIN BLOCKS AND AUTHORIZATION INFORMATION ON THE ACH SYSTEMS. APPLICABLE TO ACH BLOCK AND AUTHORIZATION SERVICE. NOT APPLICABLE TO ACCOUNTS ON ACH POSITIVE PAY SERVICE.
250201	ACH CREDIT RECEIVED ITEM	PER ITEM	0.1000	PER ITEM FEE, CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR AN ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT. THIS FEE IS IN ADDITION TO THE PER ITEM FEE APPLIED BY DDA FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
250200	ACH DEBIT RECEIVED ITEM	PER ITEM	0.0100	PER ITEM FEE, CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR AN ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT. THIS FEE IS IN ADDITION TO THE PER ITEM FEE APPLIED BY DDA FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
250640	ACH DELETE-REVERSAL	PER ITEM	20.0000	PER ITEM CHARGE TO DELETE OR REVERSE AN ACH ITEM PREVIOUSLY ORIGINATED BY THE CLIENT.
250501	ACH INPUT-FILE	PER FILE	3.0000	PER FILE FEE TO PROCESS ACH ITEMS THAT ARE DELIVERED TO BANK OF AMERICA VIA A DATA TRANSMISSION.
250102	ACH LV OFF US ITEMS	PER ITEM	0.7500	PER ITEM FEE TO ORIGINATE AN ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.
250102	ACH LV ON US ITEMS	PER ITEM	0.7500	PER ITEM FEE TO ORIGINATE AN ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.
250000	ACH LV-MONTHLY MAINTENANCE	PER ACH COMPANY ID, PER MONTH	4.0000	A MONTHLY FEE TO MAINTAIN ONE ACH COMPANY ID THE ACH SYSTEM WHEN THE ACH COMPANY ID HAS BEEN SET UP ON THE LOW VOLUME PRICE PLAN. THE LOW VOLUME MONTHLY MAINTENANCE FEE APPLIES TO CLIENTS THAT DELIVER A FILE TO THE BANK VIA CASHPRO ACH OR A PAYROLL VENDOR.

250000	ACH MONTHLY MAINTENANCE	PER ACH COMPANY ID, PER MONTH	10.0000	MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM.
251070	ACH NOTIF OF CHANGE (NOC)	PER ITEM	0.5000	PER ITEM FEE FOR AN ACH NOTIFICATION OF CHANGE (NOC) ITEM SENT BY THE RECEIVER'S FINANCIAL INSTITUTION TO NOTIFY THE ORIGINATOR THAT THE INFORMATION ON AN ACH TRANSACTION IS ERRONEOUS OR HAS BECOME OUTDATED.
250101	ACH OFF US CREDITS	PER ITEM	0.0100	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.
250100	ACH OFF US DEBITS	PER ITEM	0.0200	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.
250101	ACH ON US CREDITS	PER ITEM	0.0100	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.
250100	ACH ON US DEBITS	PER ITEM	0.0100	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.
250120	ACH ORIGINATED ADDENDA	PER ADDENDA RECORD	0.0200	PER ITEM FEE TO ORIGINATE ADDENDA RECORDS ACCOMPANYING AN ACH ITEM. AN ADDENDUM RECORD IS AN OPTIONAL ACH RECORD TYPE THAT CARRIES SUPPLEMENTAL DATA NEEDED TO IDENTIFY AN ACCOUNT HOLDER OR PROVIDE ADDITIONAL INFORMATION CONCERNING THE ITEM.
250400	ACH REPORTS-ELECTRONIC	PER REPORT	1.0000	A PER REPORT CHARGE TO DELIVER AN OPTIONAL OR STANDARD ACH REPORT ELECTRONICALLY, INCLUDING VIA ECHANNEL, TRANSMISSION AND OTHER ELECTRONIC DELIVERY METHODS.
250302	ACH RETURN ITEM	PER ITEM	0.7500	PER ITEM FEE TO PROCESS AN ACH RETURNED ITEM PREVIOUSLY ORIGINATED BY THE CLIENT.
251000	ACH SETUP	PER COMPANY ID	250.0000	ONE TIME FEE FOR THE INITIAL SET UP OF A SINGLE COMPANY ID FOR A CLIENT TO ORIGINATE ACH.
159999	ARP AUTO CHECK RETURN MAINT	PER MONTH	10.0000	MONTHLY MAINTENANCE CHARGE FOR ARP AUTO CHECK RETURN SERVICE. THIS ENABLES CLIENTS WHO HAVE DEPOSITORY ACCOUNTS OR ACCOUNTS DEDICATED TO ELECTRONIC PAYMENTS TO AUTOMATICALLY RETURN ALL CHECK TRANSACTIONS POSTED TO THE CLIENT'S ACCOUNT.
200309	ARP OUTPUT PROCESSING PER ITEM	PER ITEM	0.0000	THIS SERVICE IS NO LONGER ACTIVELY SOLD. PER ITEM CHARGE FOR THE PROCESSING OF AN OUTPUT FILE FOR FULL AND PARTIAL RECON SERVICES.
200120	ARP PARTIAL PPAY ITEM	PER CHECK PAID	0.0150	THE PER PAID ITEM CHARGE FOR PROVIDING POSITIVE PAY WITH PARTIAL RECONCILIATION SERVICE.
200020	ARP PARTIAL PPAY MAINT-SUPP	PER CYCLE/PER ACCOUNT	15.0000	MONTHLY PER CYCLE/PER ACCOUNT MAINTENANCE CHARGE FOR THE PARTIAL RECONCILIATION SERVICE WITH POSITIVE PAY WHERE THE CLIENT DOES NOT RECEIVE THE PAPER REPORTS.

150322	ARP POSITIVE PAY RETURN-OTHER	PER ITEM	10.0000	PER ITEM CHARGE FOR THE RETURN OF PPY EXCEPTION ITEMS FOR A REASON OTHER THAN FRAUD. DEFAULT RETURN DECISIONS INCLUDED.
159999	ARP PPAY INPUT FILE-TRANS	PER FILE	0.8000	THE PER FILE CHARGE FOR SUBMITTING CHECK ISSUE INFORMATION VIA TRANSMISSION FOR ACCOUNTS WITHOUT ANY RECONCILIATION SERVICES.(TRACKING CODE)
150030	ARP PPAY MAINT-NO RECON	PER MONTH/PER ACCOUNT	12.0000	THE PER MONTH PER ACCOUNT CHARGE FOR PROVIDING THE POSITIVE PAY SERVICE. CUSTOMER PROVIDES BANK WITH CHECK ISSUE INFORMATION BUT HAS NO OTHER RECONCILIATION SERVICE(S).
151099	ARP PPAY NO RECON INPUT ITEM	PER ISSUE INPUT	0.0200	THE PER ISSUE ITEM CHARGE FOR PROVIDING POSITIVE PAY SERVICES WITH NO RECONCILIATION.
200301	ARP RECON OUTPUT FILE	PER FILE	5.0000	THE PER FILE CHARGE FOR PROVIDING A RECONCILIATION OUTPUT FILE WHETHER GENERATED DAILY, END OF MONTH, OR ANY OTHER FREQUENCY.
200325	ARP REPORTS ADDL DUP ANCILLARY	PER ACCOUNT/PER REPORT	7.5000	THE PER ACCOUNT/REPORT CHARGE FOR ACCOUNTS RECEIVING ADDITIONAL/DUPLICATE END OF CYCLE REPORTS AND/OR AR ANCILLARY REPORTS (AR DAILY ADJUSTMENT AND AR OUTSTANDING ISSUE REPORT ONLINE).
200209	ARP VOID CANCEL ITEMS	PER CANCEL	0.0300	THE PER CANCEL CHARGE FOR SUBMITTING CANCELS VIA TRANSMISSION, CASHPRO OR CASHPRO CHECK ISSUES AND CANCELS API.
450020	AUTO MUTUAL FUND INVESTMENT	PER MONTH	75.0000	THE MONTHLY FEE CHARGED TO A CLIENT USING THE AIS SWEEP MUTUAL FUND ADVISER M SERVICE. THIS FEE ALSO APPLIES TO THE MASTER ACCOUNT IN AN AIS MULTI-ACCOUNT ADVISER M SWEEP RELATIONSHIP.
100000	BANKING CENTER DEPOSIT	PER DEPOSIT	5.7500	THE FEE FOR PRESENTING A DEPOSIT TO A TELLER IN A BANKING CENTER FOR CREDIT TO THE ACCOUNT AND IMMEDIATE VERIFICATION OF THE CASH PORTION OF THE DEPOSIT. THIS FEE IS APPLIED PER DEPOSIT.
350320	BOOK CREDIT	PER ITEM	0.0000	THE RECEIPT OF A TRANSFER TO A CLIENT'S ACCOUNT FROM ANOTHER BANK OF AMERICA ACCOUNT NOT IN THE SAME CLIENT RELATIONSHIP.
350120	CASHPRO ACCOUNT TRANSFER	PER TRANSACTION	2.0000	CHARGE TO INITIATE A TRANSFER BETWEEN TWO BANK OF AMERICA ACCOUNTS FOR THE SAME CLIENT VIA CASHPRO.
200305	CASHPRO ARP REPORTS	PER MONTH/PER ACCOUNT	15.0000	THE PER MONTH PER ACCOUNT CHARGE FOR ANY/ALL RECONCILIATION REPORTS PASSED TO CASHPRO, STANDARD & OPTIONAL RPT WITH A 24 MONTH RETENTION. THIS INCLUDES ALL STANDARD AND OPTIONAL END OF CYCLE REPORTS AND THE DAILY PAID REPORT.
350000	CASHPRO GP ACCTS ENTITLED		0.0000	A BUNDLED FEE USED FOR BUNDLED ACCOUNT AND/OR PER ITEM FEES FOR CUSTOM AND DEFENSIVE PRICING SCENARIOS. NOT INTENDED FOR BROAD USE.

350599	CASHPRO GP CUST MNT TMPLT STRG	PER ITEM	0.5000	STORAGE OF A CASHPRO ONLINE WIRE PAYMENT TEMPLATE.
151350	CASHPRO IMAGE SUBSCRIPTION	PER ACCOUNT / PER MONTH	0.4500	PER ACCOUNT PER MONTH MAINTENANCE FEE FOR CASHPRO IMAGE SUBSCRIPTION.
400055	CASHPRO ONLINE CDR ACCOUNT	PER ACCOUNT / PER MONTH	40.0000	MONTHLY MAINTENANCE CHARGE FOR EACH BOA OR MULTIBANK(DOMESTIC OR INTERNATIONAL) REPORTING ACCOUNT ENTITLED TO CDR THROUGH CASHPRO ONLINE. PER ACCOUNT, PER MONTH.
400275	CASHPRO ONLINE CDR ITEM	PER ITEM	0.1000	PER ITEM CHARGE FOR ONE TIME LOAD OF CURRENT DAY SUMMARY & DETAIL ITEMS FOR USE ON CASHPRO ONLINE REPORTING. 24 MONTH STORAGE. NOTE: ALL SUMMARY BALANCES WILL BE CHARGED (ZERO AND NON-ZERO) (EX.LEDGER BALANCE, COLLECTED BALANCE, 1 DAY FLOAT ETC) NO CHARGE FOR ZERO DOLLAR SUMMARY TOTAL FIELDS (EXAMPLE: TOTAL DEBITS, TOTAL ACH CREDITS ETC.). NOTE: ON AVERAGE A CLIENT MIGHT HAVE 10-15 SUMMARY FIELDS PER ACCOUNT PER DAY. THIS CHARGE IS FOR BOTH BOA AND MULTIBANK ACCOUNTS.
151351	CASHPRO ONLINE IMAGE RETRIEVAL	PER ITEM	0.0000	CHARGE IF CLIENTS VIEWS A SINGLE IMAGE OR PRINTING THE IMAGE LIST VIEW WITHIN CHECK MANAGEMENT. WHEN PRINTING LIST VIEW FEE ASSESSED FOR EACH IMAGE PRINTED. (NO CHARGE WHEN REVIEWING POSITIVE PAY ITEMS).
400052	CASHPRO ONLINE PDR ACCOUNT	PER ACCOUNT / PER MONTH	15.5000	MONTHLY MAINTENANCE CHARGE FOR EACH BOA OR MULTIBANK(DOMESTIC OR INTERNATIONAL) REPORTING ACCOUNT ENTITLED TO PDR THROUGH CASHPRO ONLINE. PER ACCOUNT, PER MONTH.
400272	CASHPRO ONLINE PDR ITEM	PER ITEM STORED	0.0300	PER ITEM CHARGE FOR ONE TIME LOAD OF PREVIOUS DAY SUMMARY & DETAIL ITEMS FOR USE ON CASHPRO ONLINE REPORTING. 24 MONTH STORAGE. NOTE: ALL SUMMARY BALANCES WILL BE CHARGED (ZERO AND NON-ZERO) (EX.LEDGER BALANCE, COLLECTED BALANCE, 1 DAY FLOAT ETC) NO CHARGE FOR ZERO DOLLAR SUMMARY TOTAL FIELDS (EXAMPLE: TOTAL DEBITS, TOTAL ACH CREDITS ETC.). NOTE: ON AVERAGE A CLIENT MIGHT HAVE 10-15 SUMMARY FIELDS PER ACCOUNT PER DAY. THIS CHARGE IS FOR BOTH BOA AND MULTIBANK ACCOUNTS.
400340	CASHPRO ONLINE RESEARCH ITEM	PER ITEM	0.0200	CASHPRO PREMIUM PACKAGE. INFORMATION REPORTING SERVICES. RESEARCH ITEM. PER ITEM RETRIEVED.

400299	CASHPRO ONLINE SUBSCRIPTION	PER ID/ PER MONTH	50.0000	CASHPRO ONLINE PORTAL FEE; CHARGED FOR HAVING ACCESS TO CASHPRO ONLINE, IF THE ID HAS ONE OR MORE TREASURY APPS (ACH, ACH PPY, BILLPAY, GLOBAL PAYMENTS, PDR/CDR, RECEIVABLES) AND IS SETUP WITH COMMERCIAL OR LG. CORPORATE SEGMENT & STANDARD PRICE PLAN IN CP TOOL. WITH CASHPRO ONLINE ACCESS CLIENTS WILL HAVE COMPLIMENTARY ACCESS TO APIS, ALERTS, AND THE CASHPRO APP FOR THE PRODUCTS THEY ARE ENTITLED TO. NOTE: SERVICE CODE 1720 ALSO APPLIES IF CLIENT HAS PDR AND/OR CDR.
400299	CASHPRO REPORT EMAIL SCHEDULED	PER EMAIL	0.0000	A PER NOTIFICATION CHARGE FOR A USER SCHEDULED SUMMARY LEVEL EMAIL NOTIFICATION VIA THE CASHPRO PREMIUM PACKAGE SERVICE.
400299	CASHPRO REPORTING SUBSCRIPTION	PER CO ID / PER MONTH	20.0000	CASHPRO REPORTING MONTHLY MAINTENANCE. MONTHLY CHARGED FOR HAVING ACCESS TO INFORMATION REPORTING APPLICATION WHEN COMPANY IS ENTITLED TO PDR AND/OR CDR. INCLUDES 24 MONTH DATA RETENTION FOR REPORTS, ACCESS TO REPORTING APIS AND ALERTS, CASHPRO FORECASTING AND MORE.
100040	CHANGE ORDER BKG CTR	PER ORDER	13.1100	THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND/OR CURRENCY IN A BANKING CENTER OR AUTOMATED BUSINESS CENTER. THE FEE IS APPLIED PER EACH CHANGE ORDER PROCESSED.
100141	CHANGE ORDER-AUTO OR STNDG-VLT	PER ORDER	6.0000	THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND/OR CURRENCY IN A CASH VAULT RECEIVED VIA A STANDING ORDER OR AN AUTOMATED CHANNEL. THIS FEE IS APPLIED FOR EACH CHANGE ORDER PROCESSED.
100200	CHECK DEPOSIT-ICL or RDSO	PER DEPOSIT	0.4500	RECEIPT OF A TRANSMISSION WHICH CONTAINS A DEPOSIT OF AN IMAGE CASH LETTER.
10022Z	CHECKS DEPOSITED-BKG CENTER	PER ITEM	0.2000	PAPER CHECK DEPOSITS MADE IN BANKING CENTER.
10022Z	CHECKS DEPOSITED-CASH VAULT	PER ITEM	0.2000	PAPER CHECK DEPOSITS MADE THROUGH CASH VAULTS.
10022Z	CHECKS DEPOSITED-LOCKBOX	PER ITEM	0.0800	CHECKS DEPOSITED THROUGH LOCKBOX.
10022Z	CKS DEP UN-ENCODED ITEMS	PER ITEM	0.1950	TRANSACTIONAL CHARGE FOR PROCESSING UNENCODED CHECKS.
100111	COIN DEPOSIT-NON STD BAG-VLT	PER BAG	7.0000	THE FEE TO DEPOSIT BAGS OF LOOSE COIN IN LESS THAN FEDERAL RESERVE STANDARD AMOUNTS OR MIXED DENOMINATION DELIVERED DIRECTLY TO A CASH VAULT. THIS FEE IS APPLIED PER BAG.
100199	COIN DEPOSIT-ROLL-VLT	PER ROLL DEPOSITED	0.2000	THE FEE TO DEPOSIT ROLLS OF COIN DELIVERED TO A CASH VAULT. THIS FEE IS APPLIED PER ROLL. FOR BULK COIN DEPOSITS THIS FEE IS IN ADDITION TO THE PER BAG FEE.
100044	COIN SUPP ROLL-BKG CTR	PER ROLL	0.2500	THE PER ROLL FEE FOR SUPPLYING ROLLS OF COIN OF ANY DENOMINATION FROM A BANKING CENTER.

100146	COIN SUPP ROLL- BOX-VLT	PER ROLL	0.0800	THE FEE FOR SUPPLYING A STANDARD BOX OF ROLLED COIN FROM A CASH VAULT. A STANDARD BOX MAY CONTAIN 25 OR 50 ROLLS, DEPENDING ON DENOMINATION REQUESTED. THE FEE IS APPLIED PER ROLL CONTAINED IN BOX(ES) SUPPLIED.
100144	COIN SUPP ROLL-VLT	PER ROLL	0.1200	THE FEE FOR SUPPLYING INDIVIDUAL ROLLS OF COIN FROM A CASH VAULT. THE FEE IS APPLIED PER ROLL SUPPLIED.
010101	CREDITS POSTED- OTHER	PER ITEM	0.0100	PER ITEM FEE CHARGED TO THE RECEIVER FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
100102	CURR DEPOSITED- PER NOTE-VLT	PER NOTE	0.0408	THE FEE FOR PROCESSING THE CASH PORTION OF A DEPOSIT DELIVERED DIRECTLY TO A CASH VAULT BY CLIENT'S ARMORED CARRIER. THE FEE IS APPLIED TO EACH NOTE DEPOSITED.
100049	CURR SUPP \$100- BKG CTR	PER \$100	0.2500	THE FEE FOR PROVIDING CURRENCY REQUESTED FROM THE BANKING CENTER OR AUTOMATED BUSINESS CENTER . THE FEE IS APPLIED TO EACH \$100 REQUESTED.
100148	CURR SUPP-\$100- NONSTD-VLT	PER \$100	0.1200	THE FEE FOR SUPPLYING CURRENCY IN NON-STANDARD STRAP AMOUNTS (I.E., LESS THAN 100 NOTES OF THE SAME DENOMINATION) FROM A CASH VAULT. THE FEE IS APPLIED TO EACH \$100 SUPPLIED (ANY PARTIAL STRAP RESULTS IN ENTIRE ORDER BEING TREATED AS NONSTD.
10014A	CURR SUPP-\$100- STD-VLT	PER \$100	0.0900	THE FEE FOR SUPPLYING CURRENCY IN STANDARD STRAP AMOUNTS (I.E., 100 NOTES OF THE SAME DENOMINATION) FROM A CASH VAULT. THE FEE IS APPLIED TO EACH \$100 SUPPLIED.
10001Z	CURR-COIN DEP- \$100-BKG CTR	PER \$100	0.1800	THE FEE FOR COUNTING THE CASH PORTION OF A DEPOSIT AT THE TIME OF PROCESSING THE DEPOSIT FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH \$100 CASH DEPOSITED AT A BANKING CENTER. THIS IS ALSO KNOWN AS IMMEDIATE VERIFICATION.
10001A	CURR-COIN DEP- \$100-QBD-ND	PER \$100	0.2100	THE FEE FOR COUNTING THE CASH PORTION OF A POST-VERIFIED DEPOSIT DELIVERED TO A BANKING CENTER. CASH IN A POST-VERIFIED DEPOSIT IS COUNTED AFTER THE DEPOSIT IS PROCESSED FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH \$100 CASH DEPOSITED.
010100	DEBITS POSTED- OTHER	PER ITEM	0.0100	PER ITEM FEE CHARGED TO THE RECEIVER FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
100106	DEP CONDITIONING- SURCHG-VAULT	PER DEPOSIT	10.0000	PER DEPOSIT CHG FOR DEPOSITS DELIVERED TO A VAULT WHICH DO NOT MEET STD VAULT DEPOSIT PREPARATION CRITERIA (E.G., CURRENCY IS NOT PRESENTED ORDERLY) THE CHARGE IS APPLIED FOR EACH DEPOSIT NOT PRESENTED PER DEPOSIT INSTRUCTIONS.
000230	DEPOSIT BANK ASSESSMENT	PER \$1,000	0.1461	MONTHLY CHARGE FOR DEPOSIT BALANCES. A FEE BASED ON THE ACCOUNT'S AVERAGE POSITIVE LEDGER BALANCES FOR THE MONTH.

100501	DEPOSIT CORRECTION-CASH	PER CORRECTION	8.0000	THE FEE FOR A DISCREPANCY FOUND BETWEEN CLIENT'S DECLARED AMOUNT OF CASH DEPOSITED AND THE AMOUNT ACTUALLY VERIFIED BY BANK. CHARGE APPLIES TO ALL CASH VAULT AND BANKING CENTER CASH DEPOSITS AND IS APPLIED PER DEPOSIT REQUIRING ADJUSTMENT. ALSO APPLIED FOR A MISSING DEPOSIT TICKET.
100502	DEPOSIT CORRECTION- NONCASH-RDS	PER CORRECTION	1.0000	TRANSACTIONAL CHARGE FOR PROCESSING AN ADJUSTMENT FOR EACH NON-CASH DEPOSIT RECONCILIATION DIFFERENCE OR AN ADJUSTMENT MADE TO AN INCOMING IMAGE LETTER.
010000	DEPOSITORY+ SUB ACCT MAINT	PER ACCOUNT	25.0000	THE MONTHLY CHARGE FOR MAINTAINING THE CUSTOMER-DEFINED IDENTIFICATION NUMBER FOR A DEPOSITORY+ SUBSIDIARY ACCOUNT, ATTACHING THAT NUMBER TO EACH TRANSACTION PRIOR TO REPORTING IT AND ROLLING TRANSACTION INFORMATION TO THE MASTER ACCOUNT.
350103	ELEC WIRE OUT- DOMESTIC	PER WIRE	4.0000	OUTGOING, ELECTRONICALLY INITIATED USD WIRE BEING SENT FROM OUR CLIENT'S U.S. BANK OF AMERICA ACCOUNT TO A BENEFICIARY'S ACCOUNT AT ANOTHER U.S. BANK.
25010B	EXPRESS TAX (EFTPS) ONLINE PMT	PER TRANSACTION	0.7500	THE CHARGE PER TRANSACTION FOR TAX PAYMENTS SUBMITTED THROUGH EXPRESS TAX SOFTWARE PRODUCT.
150102	GENERAL DISB CKS PAID-IMAGE	PER CHECK	0.0800	THE GENERAL DISBURSEMENT PER ITEM CHECKS PAID CHARGE FOR RECEIVING FRONT ONLY OR FRONT AND BACK IMAGES OF PAID CHECKS VIA IMAGE STATEMENT.
150102	GENERAL DISB CKS PAID-TRUNC	PER ITEM	0.0600	GENERAL DISBURSEMENT PER ITEM FEE FOR TRUNCATED PAID CHECKS.
151351	IMAGE ARCHIVE-180 DAY-2 YEAR	PER ITEM	0.0354	THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE ACCESS TO PRESENTED IMAGES ITEMS FOR 180 DAYS TO TWO YEARS.
151351	IMAGE ARCHIVE-90 DAYS	PER ITEM	0.0000	THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE ACCESS TO PRESENTED IMAGES ITEMS FOR 90 DAYS.
100229	IMAGE DEPOSITED ITEMS-RDSO	PER ITEM	0.0700	BUNDLED PRICE FOR ITEMS CLEARED AS IMAGES VIA RDSO
151350	IMAGEDROP FILE MAINTENANCE	PER MONTH / PER ACCOUNT	5.4500	IMAGEDROP FILE MONTHLY MAINTENANCE FEE PER ACCOUNT FOR SOFTWARE EXPENSE, ONGOING SUPPORT AND REVISION/UPGRADES.
151353	IMAGEDROP PER FILE	PER FILE	5.0000	IMAGEDROP FILE FEE ASSESSED ON THE DESIGNATED "PRIMARY" ACCOUNT.
151353	IMAGEDROP PER ITEM	PER ITEM	0.0200	PER ITEM FEE IS BASED ON POSTED CHECKS AND DEBIT ITEMS AND ASSESSED AT THE ACCOUNT LEVEL.
350300	INCOMING DOMESTIC WIRE	PER WIRE	4.0000	INCOMING, ELECTRONICALLY INITIATED USD WIRE BEING SENT FROM A U.S. BANK TO OUR CLIENT'S BAML ACCOUNT IN THE U.S.

101010	MTHLY ARMORED CARRIER	AMOUNT	2758.4400	A BILL PAYMENT ARRANGEMENT UNDER WHICH THE BANK PAYS FEES FOR TRANSPORTATION SERVICES FOR DELIVERY OF VAULT DEPOSITS PROVIDED A CLIENT PURSUANT TO A CONTRACT BETWEEN THE CLIENT AND A 3RD PARTY VENDOR, AND WHICH RESULTS IN EXPLICIT (I.E. HARD DOLLAR) CHARGES OR BALANCE BASED CHARGES (USING EARNINGS CREDITS) IN AN AMOUNT AT LEAST EQUAL TO THE BILL PAYMENT. SUBJECT TO THE NON-STANDARD REQUEST POLICY AND APPROVAL BY CONTRACT MANAGEMENT.
101010	MTHLY ARMORED CARRIER	AMOUNT	0.0000	A BILL PAYMENT ARRANGEMENT UNDER WHICH THE BANK PAYS FEES FOR TRANSPORTATION SERVICES FOR DELIVERY OF VAULT DEPOSITS PROVIDED A CLIENT PURSUANT TO A CONTRACT BETWEEN THE CLIENT AND A 3RD PARTY VENDOR, AND WHICH RESULTS IN EXPLICIT (I.E. HARD DOLLAR) CHARGES OR BALANCE BASED CHARGES (USING EARNINGS CREDITS) IN AN AMOUNT AT LEAST EQUAL TO THE BILL PAYMENT. SUBJECT TO THE NON-STANDARD REQUEST POLICY AND APPROVAL BY CONTRACT MANAGEMENT.
150500	NON-RELATIONSHIP CK CASHED-CA	PER ITEM	4.5000	NON-RELATIONSHIP CUSTOMER CHECK CASHING TRANSACTIONS THAT OCCUR IN CA BANKING CENTER; CLIENT HAS CA SPECIFIC NRC ARRANGEMENT
010310	PAPER DEPOSIT STATEMENT MAILED	PER ITEM	25.0000	CHARGE FOR PAPER STATEMENT WHEN RECEIVING ELECTRONIC.
150210	PAYEE POSITIVE PAY ISSUE MATCH	PER ISSUE INPUT	0.0300	THE PER ISSUE ITEM CHARGE FOR MATCHING PAID CHECK PAYEE NAME INFORMATION AND THE CHECK ISSUANCE PAYEE INFORMATION.
150122	PAYEE POSITIVE PAY MAINTENANCE	PER MONTH/PER ACCOUNT	0.0000	MONTHLY PER ACCOUNT MAINTENANCE FOR THE PAYEE POSITIVE PAY SERVICE.
251110	PAYMODE CON MTHLY LICENSE	PER MONTH	90.0000	MONTHLY FEE FOR USE OF PAYMODE CONCENTRATOR SERVICE.
250800	PAYMODE CON TRANSACTION	PER PAYMENT	0.0800	PER ITEM FEE FOR EACH PAYMENT CONCENTRATED.
010610	PHOTOCOPY-MANUAL	PER ITEM	7.0000	THE PER ITEM CHARGE FOR PHOTOCOPYING CHECKS, DEPOSIT TICKETS, ETC.
010610	PHOTOCOPY-SELF SERVICE	PER ITEM	3.0000	PER ITEM CHARGE FOR PHOTOCOPIES REQUESTED THROUGH SELF-SERVICE CHANNELS (VRU, CPO).
150310	POSITIVE PAY EXCEPTIONS	PER ITEM	0.0150	THE PER ITEM CHARGE FOR PAID NO ISSUE, CHECK VOIDED PRIOR TO PAYMENT AND PAYEE NOT FOUND POSITIVE PAY EXCEPTION ITEMS RELEASED TO THE CLIENT FOR DECISION.

100007	QBD-NIGHT DROP DEPOSIT	PER DEPOSIT	5.2700	THE FEE FOR GIVING CONDITIONAL CREDIT FOR A DEPOSIT DELIVERED TO A BANKING CENTER. THE DEPOSIT IS CREDITED UNDER THE CONDITION THAT THE DECLARED CASH AMOUNT IS EQUAL TO THE ACTUAL CASH COUNTED. THE FEE IS APPLIED PER DEPOSIT. NOTE: CURRENCY DEPOSITS MADE INTO A REMOTE NIGHT DROP WILL BE BILLED AS VAULT DEPOSIT AND CURR DEPOSITED-PER NOTE-VLT.
010000	REMOTE DEPOSIT ACCOUNT MAINT	PER ACCOUNT	10.0000	THE MONTHLY MAINTENANCE CHARGE FOR EACH ACCOUNT ENTITLED TO THE REMOTE DEPOSIT SERVICE.
019999	REMOTE DEPOSIT CKC IMAGE PROC	PER ITEM	0.0400	THE PER ITEM CHARGE FOR THE SCANNING, VALIDATION, CORRECTION AND TRANSMISSION OF REMOTE DEPOSIT ITEMS.
019999	REMOTE DEPOSIT ITEM STORAGE	PER ITEM	0.0000	THE ROLLING 45 DAY STORAGE OF REMOTE DEPOSIT DEPOSITED ITEMS IMAGES WITHIN THE REMOTE DEPOSIT APPLICATION WITHIN CASHPRO.
019999	REMOTE DEPOSIT SUPPLY ORDERS	AMOUNT	72.3000	REMOTE DEPOSIT SUPPLY ORDERS.
100401	RETURNS-ADDITIONAL ADVICE	PER ITEM	2.0000	A PER ITEM CHARGE FOR A SINGLE, DUPLICATE OR TRIPPLICATE RETURNED ITEM PER ADVICE.
100401	RETURNS-ALTERNATE ACCT	PER DAY	0.0500	RETURNED ITEMS ARE DEPOSITED TO ONE DDA ACCOUNT AND ARE CHARGED BACK TO A DIFFERENT DDA ACCOUNT. A DAILY CHARGE ONLY WHEN THERE IS ACTIVITY.
100400	RETURNS-CHARGEBACK	PER ITEM	1.5000	PER ITEM CHARGE FOR A DEPOSITED CHECK WHICH IS RETURNED BY THE PAYER BANK AND DEBITED BACK TO THE DEPOSITOR'S ACCOUNT.
100402	RETURNS-RECLEAR	PER ITEM	0.7000	THE CHARGE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE PAYER BANK TO THE DEPOSITOR'S ACCOUNT. A PER ITEM CHARGE.
010610	STATEMENT COPY	PER ITEM	10.0000	THE PER ITEM CHARGE FOR PROVIDING A PHOTOCOPY OF A CLIENT'S DDA STATEMENT UPON REQUEST. CLIENT HAS THE OPTION OF RECEIVING THE STATEMENT COPY WITH OR WITHOUT COPIES OF THE ACCOMPANYING CHECKS. IF CHECK COPIES ARE REQUESTED, CHECK PHOTOCOPY FEES APPLY.
150410	STOP PAY AUTOMATED<=12 MONTHS	PER STOP PLACED OR RE-ISSUED	3.5000	PER STOP FEE FOR STOP PAYMENTS PLACED AND REISSUED VIA CASHPRO FOR DURATIONS OF 12 MONTHS OR LESS.
101010	TRANS MGMT MONTHLY MAINT	MONTHLY REPEATER	25.0000	FEE FOR ADMINISTERING VAULT TRANSPORTATION SERVICES.
100100	VAULT DEPOSIT	PER DEPOSIT	1.5000	PER DEPOSIT FEE FOR PROCESSING A DEPOSIT DELIVERED TO A CASH VAULT.
350000	WIRE MONTHLY SUBSCRIPTION	PER MONTH	10.0000	CASHPRO ONLINE GLOBAL PAYMENTS SERVICES MONTHLY MAINTENANCE (PREMIUM SUBSCRIPTION FEE).
050422	WLBX CASHPRO REC ARCHIVE 6M-1Y	PER IMAGE	0.0150	PER IMAGE FEE TO HAVE LOCKBOX IMAGES ARCHIVED AND AVAILABLE ONLINE FOR A PERIOD OF 6 MONTHS OR 1 YEAR.
050400	WLBX CASHPRO REC MAINTENANCE	PER MONTH	115.0000	PER MONTH MAINTENANCE FEE TO ACCESS LOCKBOX IMAGES AND DETAIL INFORMATION VIA AN ONLINE PORTAL.

050424	WLBX CASHPRO REC PER IMAGE	PER IMAGE	0.0100	PER IMAGE FEE FOR ONLINE ACCESS OF IMAGES OF CHECKS, INVOICES, SUPPORTING DOCUMENTS, ENVELOPES AND CORRESPONDENCE RECEIVED IN LOCKBOX.
05011P	WLBX CHECK DATE REVIEW	PER CHECK	0.1000	PER CHECK FEE TO NEGOTIATE AN ITEM BASED ON POST/STALE DATED ELIGIBILITY.
050530	WLBX CORRESPONDENCE	PER ENVELOPE	0.2500	PER ENVELOPE FEE TO HANDLE REMITTANCES THAT DO NOT CONTAIN MONETARY PAYMENT (CHECK, CARD, CASH.)
050413	WLBX COURIER DELIVERY OF PKG	AMOUNT BASED	58.9700	PER AMOUNT FEE (BASED ON WEIGHT, PACKAGE SIZE, FROM / TO ZIP CODES) TO MAIL A REMITTANCE PACKAGE TO A CLIENT USING THE BANK'S PREFERRED COURIER.
050126	WLBX DATA CAPTURE	PER KEYSTROKE	0.0100	PER KEYSTROKE FEE TO CAPTURE DATA AS DEFINED BY THE CLIENT FROM CHECKS, PROCESSED CARD TRANSACTIONS, REMITTANCE SUPPORT DOCUMENTS, AND/OR CORRESPONDENCE RECEIVED IN A LOCKBOX.
050300	WLBX DEPOSIT PREP PER DEPOSIT	PER DEPOSIT	1.0000	PER DEPOSIT FEE TO PREPARE AND DEPOSIT CHECKS RECEIVED IN A CLIENT'S LOCKBOX.
05011L	WLBX DOCUMENT RETURN PKG PREP	PER MONTH	30.0000	PER MONTH FEE TO PREPARE A PACKAGE OF ANY OF THE FOLLOWING - REMITTANCE DOCUMENTS, NON- DEPOSITABLE ITEMS, IMAGEDROP FILES, ETC. THIS FEE IS APPLIED TO ALL LOCKBOXES.
050120	WLBX DUAL SIDED IMAGE MAINT	PER LOCKBOX PER MONTH	50.0000	PER MONTH FEE TO PROVIDE IMAGES OF THE FRONT AND BACK OF DOCUMENTS RECEIVED WITHIN THE LOCKBOX.
05011R	WLBX IMAGE DOCUMENTS IMAGED	PER IMAGE	0.0200	PER IMAGE FEE TO CAPTURE IMAGES OF REMITTANCE DOCUMENTS. THE BILLABLE VOLUME INCLUDES THE CHECK, INVOICE, SUPPORTING DOCUMENTS, ENVELOPE (OPTIONAL) AND CORRESPONDENCE (OPTIONAL). IF THE LOCKBOX HAS DUAL-SIDED IMAGING, THE VOLUME OF BACKSIDE IMAGES IS ALSO INCLUDED. THE CLIENT MAY REQUEST THAT ONLY BACKSIDED IMAGES WITH CONTENT ARE IMAGED.
050401	WLBX IMAGE TRANS MAINTENANCE	PER MONTH	100.0000	PER MONTH FEE TO GENERATE A TRANSMISSION OF LOCKBOX IMAGES OF CHECKS, CARD PAYMENT COUPONS, INVOICES, SUPPORTING DOCUMENTS, ENVELOPES (OPTIONAL) AND CORRESPONDENCE (OPTIONAL) AND DEPOSIT INFORMATION. USE IN CONJUNCTION WITH WLBX IMAGE TRANS PER IMAGE.
050420	WLBX IMAGE TRANS PER IMAGE	PER IMAGE	0.0100	PER IMAGE FEE TO TRANSMIT IMAGES OF CHECKS, REMITTANCES, ENVELOPES AND CORRESPONDENCE IN AN IMAGE TRANSMISSION. USE IN CONJUNCTION WITH WLBX IMAGE TRANS MAINT.

050000	WLBX LOCKBOX MAINT PER BOX	PER LOCKBOX PER MONTH	135.0000	PER MONTH MAINTENANCE FEE FOR USE OF AN IMAGE LOCKBOX. IF THE LOCKBOX IS SETUP WITH SCANNABLE PROCESSING, THIS FEE IS NOT BILLED AND INSTEAD THE CLIENT WILL BE BILLED UNDER WLBX SCANNABLE LBX MAINT.
050100	WLBX LOCKBOX PROC PER ITEM	PER CHECK	0.1300	PER CHECK FEE TO PROCESS AN ITEM RECEIVED IN THE LOCKBOX OR AN ITEM RECEIVED IN A SCANNABLE LOCKBOX WITHOUT A SCANNABLE OCR COUPON.
050131	WLBX PAYEE VALIDATION PER ITEM	PER CHECK	0.0700	PER CHECK FEE TO REVIEW AND VERIFY PAYEES OF CHECKS RECEIVED AGAINST THE ESTABLISHED PAYEE LIST OF PAYEES FOR THE LOCKBOX TO DETERMINE IF THE ITEM IS AUTHORIZED FOR DEPOSIT. THE BILLABLE VOLUME IS CHARGED FOR ALL CHECK VOLUME RECEIVED IN THE LOCKBOX REGARDLESS OF THE NUMBER OF ACCEPTABLE PAYEES OR ACCEPT ALL PAYEES.
050530	WLBX REJECTED ITEM	PER ITEM	0.2500	PER TRANSACTION FEE TO REJECT AN ITEM THAT FAILS TO MEET THE CLIENT'S SPECIFIED PROCESSING INSTRUCTIONS. THIS INCLUDES NON- PROCESSABLE ITEMS (RIPPED, TORN ITEMS), CARD TRANSACTIONS DECLINED/FAIL MERCHANT AUTHORIZATION, AND ITEMS REJECTED BY THE CLIENT VIA THE ONLINE CORRECTION SERVICE.
050020	WLBX SCANNABLE LBX MAINT	PER MONTH	85.0000	PER MONTH MAINTENANCE FEE FOR USE OF A SCANNABLE LOCKBOX.
50101	WLBX SCANNABLE PROC MULTIPLES	PER CHECK	0.2500	PER CHECK FEE TO PROCESS ITEMS WITH SCANNABLE COUPONS RECEIVED IN A SCANNABLE LOCKBOX. THE FEE IS BILLED IN INSTANCES WHERE MULTIPLE CHECKS AND OR INVOICES ARE RECEIVED IN A SINGLE REMITTANCE ENVELOPE. USE IN CONJUNCTION WITH WLBX SCANNABLE PROC PER INV.
050101	WLBX SCANNABLE PROC PER INV	PER INVOICE	0.0300	PER INVOICE (OR COUPON) FEE TO PROCESS EACH OCR-READABLE COUPON WITHIN A SCANNABLE LOCKBOX. USE IN CONJUNCTION WITH WLBX SCANNABLE PROC PER ITEM SINGLE OR WLBX SCANNABLE PROC PER ITEM MULTI.
050020	WLBX SCANNABLE PROC SINGLE	PER ITEM	0.1000	PER CHECK FEE TO PROCESS ITEMS WITH SCANNABLE COUPONS RECEIVED IN A SCANNABLE BOX. THE FEE IS BILLED IN INSTANCES WHERE A SINGLE CHECKS IS RECEIVED WITH A SINGLE INVOICE IN A SINGLE REMITTANCE ENVELOPE. USE IN CONJUNCTION WITH WLBX SCANNABLE PROC PER INV.
050112	WLBX SCANNABLE SORT MAINT	PER MONTH	100.0000	PER MONTH FEE TO SEPARATE LOCKBOX TRANSACTIONS INTO SCANNABLE PROCESSING (WITH COUPON) AND WHOLESALE PROCESSING (WITHOUT COUPON) ON A SCANNABLE LOCKBOX. USE IN CONJUNCTION WITH WLBX SCANNABLE SORT PER ITEM.

050155	WLBX SCANNABLE SORT PER ITEM	PER ITEM	0.0200	PER ITEM FEE TO SEPARATE LOCKBOX TRANSACTIONS INTO SCANNABLE PROCESSING (WITH COUPON) AND WHOLESALE PROCESSING (WITHOUT COUPON) ON A SCANNABLE LOCKBOX. USE IN CONJUNCTION WITH WLBX SCANNABLE SORT MAINT.
05011P	WLBX SPECIAL CHECK REVIEW	PER CHECK	0.1000	PER CHECK FEE TO NEGOTIATE AN ITEM THAT FAILS CRITERIA SPECIFIED BY A CLIENT. EXAMPLES INCLUDE REVIEWING THE CHECK FOR MISSING SIGNATURE, OR LEGAL/COURTESY AMOUNT DIFFERENCES.
05011P	WLBX WALK-IN COURIER PKG ITEM	PER ITEM	0.7500	PER ITEM FEE FOR EACH ITEM IN A PACKAGE RECEIVED FROM A SOURCE OTHER THAN THE STANDARD USPS LOCKBOX ADDRESS (MAIL PICKED UP FROM THE POST OFFICE BY A BANK COURIER MULTIPLE TIMES A DAY.) THE OTHER SOURCES INCLUDE, BUT ARE NOT LIMITED TO CLIENT, LOCAL, OR NATIONAL COURIERS. PRIORITY MAIL, AND USPS TRACKABLE MAIL.
010020	ZBA-DEPOSITORY+ MASTER MAINT	PER ACCOUNT / PER MONTH	25.0000	MONTHLY CHARGE ASSOCIATED WITH MAINTAINING A MASTER ACCOUNT WHICH IS USED FOR FUNDING OR COLLECTING FUNDS FROM THE ZBA/TFR SUBSIDIARY ACCOUNTS. THIS CHARGE IS IN ADDITION TO STANDARD ACCOUNT MAINTENANCE.



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. K.1

DATE: February 21, 2023

TO: City Council

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

SUBJECT: Substantial Amendment to the Fiscal Year 2020-2021 and 2022-2023 Annual Action Plans. (30 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing and receive comments related to the Substantial Amendment of the Fiscal Year 2020-2021 and 2022-2023 Annual Action Plans;
2. Approve a Substantial Amendment to the Fiscal Year 2020-2021 and 2022-2023 Annual Action Plans, reallocating Community Development Block Grant, Community Development Block Grant – Coronavirus, and HOME Investment Partnership funding;
3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the Amendments to the United States Department of Housing and Urban Development;
4. Authorize the City Manager and his designees, to execute the appropriate agreements with subgrantees, and to adjust any of the funding activity, not to exceed ten percent, if the programs require more or less funding to meet their objectives; and
5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from public input to each of the aforementioned plans, as directed by the City Council, including amending any grant revenue and/or expenditure budgets to reflect the reallocations described in the 2022-2023 and 2020-21 mid-year budgets.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3tT35nVwou8>

BACKGROUND

On October 6, 2020, City Council approved an amendment to the Fiscal Year 2020-2021 Annual Action Plan to incorporate \$8,343,372 of Community Development Block Grant – Coronavirus, and Emergency Solutions Grant – Coronavirus funding allocated to the City of Oxnard under the Coronavirus Aid, Relief, and Economic Security Act. The City of Oxnard allocated the funding to critical projects that helped minimize the economic impacts of COVID-19 on the most vulnerable.

On May 17, 2022, City Council approved the Fiscal Year 2022-2023 Annual Action Plan. Approval was necessary to complete the process to obtain \$3,571,605 in Community Development Block Grant, HOME Investment Partnership and Emergency Solutions Grant funds from the United States Department of Housing and Urban Development (“HUD”). The Annual Action Plan outlines the activities and proposed spending plan for the fiscal year.

DISCUSSION

A majority of the entitlement funding allocated in Fiscal Years 2020-2021 and 2022-2023 were expended as approved by the City Council. However, several factors have created a surplus in funding, such as the State's COVID-19 Rent Relief Program that assisted our proposed rental assistance program, canceled projects due to compliance issues, or entities not have the ability to carry out projects and programs. The current year, Fiscal Year 2022-2023, has been fully budgeted during the normal budget cycle approved on May 17, 2022, however, the accumulation of unallocated funds from past years needed to be reallocated to shovel-ready projects, whether the projects are existing or newly identified.

HUD enforces numerous regulations to ensure the timely disbursement of federal funds and allows jurisdictions to carry over prior year funds, yet funds cannot exceed one and half times the amount of the annual funding allocation. Because of the factors noted above, the City of Oxnard currently has approximately two times its annual Community Development Block Grant award. Therefore, it's critical that the City of Oxnard allocate funding to shovel ready projects to ensure timely disbursement of funds in compliance with federal regulations within Fiscal Year 2022-2023. This mid-year budget comprises Fiscal Year 2020-2021 to amend the CARES Act funding, and Fiscal Year 2022-2023 for CDBG and HOME carryover funds from prior years.

Fortunately, there are shovel ready projects that can be supported by the available grant funds thus the Housing Department is requesting that the City Council amend the Fiscal Years 2020-21 and 2022-23 Annual Action Plans to reallocate and commit available Community Development Block Grant funding to shovel ready projects. With this reallocation, the City is required to amend the 2020-21 and 2022-23 Annual Action Plans and submit them to HUD as a Substantial Amendment. A "Substantial Amendment" includes a new activity, a major increase in a project, or a large set of funds that change the Annual Action Plan originally sent to HUD for approval. All Substantial Amendments to the Annual Action Plans must be approved by HUD before implementing the amended changes.

In addition, the Fiscal Year 2022-2023 Substantial Amendment includes a commitment of surplus HOME funds. Housing Staff has been working closely with two affordable housing developers to provide gap financing for their projects.

The draft 2020-2021 and 2022-2023 Annual Action Plan Amendments were posted on the City of Oxnard's website for public review and a public hearing was held on December 28, 2022 at the Main Library providing the community with the opportunity to comment on the proposed amendments.

Below is a brief overview of the projects that staff recommends funding through the proposed amendments. Three HUD programs will be affected: CDBG, CDBG-Coronavirus, and HOME. The complete 2020-2021 and 2022-2023 Annual Action Plan Amendments and funding recommendations is attached (Attachments 1-3). Funds identified in this staff report are connected to the Housing Contracts Administration Services Agreement number 9660-22-HO approved by the Community Services, Public Safety, Housing & Community Development Committee on January 10, 2023.

Community Development Block Grant Reallocations

There is \$3,554,923 in carryover funds from prior years. Two current projects were canceled, including Caregivers Volunteers Assisting the Elderly because the organization was unwilling to comply with federal program regulations and Affordable Housing Rehabilitation Program.

Gabriel's House, located at 1450 S. Rose Avenue, requires an additional funding of \$950,000 to complete the rehabilitation project. The primary driver of this need for additional funding is the increase in construction costs. Additionally, Staff proposes funding for People's Self Help Housing for a ninety-unit affordable rental housing project, known as Cypress Place at Garden City. The project has successfully obtained State and federal funding to help finance a majority of the project. Staff proposes \$1,500,000 in CDBG funds for clearance and site improvements prior to the construction of affordable housing.

Staff also proposes \$100,000 in related activity delivery costs to support project-specific operations including staffing, consultants, environmental and other studies. Staff requests that the City Council approve \$100,000 in Activity-Delivery Costs including \$18,000 for the rehabilitation of Gabriel's House, \$27,500 for the Cypress Place activities, and \$54,500 to support the CDBG and HOME-related projects as described in Attachment 3. The \$54,500 includes \$30,000 for

project management services from the Oxnard Housing Authority and \$6,000 for use of environmental compliance services that have not been specifically identified at this time.

There is a Report on the February 21, 2023 City Council agenda for the approval of HOME and CDBG Loan Agreements for the above mentioned Cypress Place at Garden City project. This subject item must be approved if the Loan Agreements are to be approved.

Community Development Block Grant – Coronavirus Reallocations

On October 6, 2020, the City Council approved fourteen projects totaling \$3,088,367 in support of preventing, preparing and responding to the impacts related to the Coronavirus pandemic. Of those projects, an unexpended balance from seven of these projects in the amount of \$2,037,807.03 remains.

Staff requests approval to reallocate \$1,417,135.38 of the unexpended funds to projects that continue to need support including: increasing the Business Assistance Program to continue services to local business owners who have been impacted by the pandemic by providing an additional \$50,000 to serve an additional 5 businesses; continuing the homeless encampment response for the unsheltered; case management and housing navigation services at the Housing Authority of the City of Oxnard; and the need to restore the PAL site that the Recreation Department allowed Housing to use as a temporary homeless shelter.

HOME Commitments

There is \$4,135,142 in surplus HOME funds from prior years. Staff proposes to allocation a total of \$3,601,400 of these funds, leaving a balance of \$533,742. Housing Staff has been working closely with two developments that have obtained State and federal funding for the majority of their projects, but a financial gap still exists. The first project is with Cabrillo Economic Development Corporation for a forty-two-unit affordable rental housing project, known as the Dolores Huerta Gardens Apartments (previously referred to as Etting Road). Staff proposes a \$1,854,000 in HOME funds to support development costs. The second project is Cypress Place at Garden City, a 90 unit affordable housing project. Staff proposes \$1,600,000 in HOME funds to support development costs (separate and apart from the the \$1,500,000 in CDBG funds previously described in this report). Additionally, the proposed amendment includes a HOME allocation for Activity-Delivery Costs in the amount of \$147,400 to support staff costs, consultants and other project related expenses needed to carry out both projects.

There is a Report on the February 21, 2023 City Council agenda for the approval of HOME and CDBG Loan Agreements for the above mentioned Cypress Place at Garden City project. This subject item must be approved if the Loan Agreements are to be approved.

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 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

All activities in the substantial amendment will be supported by available HUD grant funding. Approval of the recommended actions will authorize any necessary grant revenue and/or expenditure budget amendments.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. 2020-2021 Annual Action Plan Amendment Draft
2. 2022-2023 Annual Action Plan Amendment Draft
3. 2020-2021 & 2022-2023 Annual Action Plan Funding Recommendations
4. PowerPoint Presentation

City of Oxnard

2020 Annual Action Plan CARES Act Amendment

DRAFT

January 2023

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

ACTION PLAN AMENDMENT UPDATE – City of Oxnard amendment to reflect additional resources to existing activities and new activities to further the CARES Act mission of preventing, preparing and responding to the impacts related to COVID-19 to the Community Development Block Grant CARES Act (CDBG-CV) of the first year 2020 Annual Action Plan in the 2020-2024 Ventura County Regional Consolidated Plan, per City of Oxnard Council Action on October 6, 2020. This is a substantial amendment and requires the fifth amendment to this document. The amendment is exclusively for the CDBG-CV funds as changes to specific projects have been identified in the AP-38 of this report. City of Oxnard City Council action scheduled on February 21, 2023.

Housing and community development resources are currently available in Ventura Urban County and Entitlement Jurisdictions include:

- Community Development Block Grant (CDBG) funds
- HOME Investment Partnerships Program (HOME) funds
- Emergency Solutions Grant (ESG) funds
- General funds (tax levy)
- Housing Successor Funds (formerly low-moderate Redevelopment Agency Funds)
- HUD Section 108 Loan funds
- HUD Housing Choice Voucher Program (through the Area Housing Authority of Ventura County, Oxnard Housing Authority, Housing Authority of the City of San Buenaventura, Santa Paula)

Housing Authority, and the Housing Authority of the City of Port Hueneme)

- California Housing Finance Agency funds (CalHFA)
- State Housing and Community Development (HCD) housing funds
- State transportation funds
- Ventura County Housing Trust Fund
- CARES Act Community Development Block Grant (CDBG-CV) funds
- CARES Act Emergency Solutions Grant (ESG-CV) funds

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,573,996	100,000	352,000	3,025,996	10,406,067	Block grant from HUD to address housing, community development, and economic development needs.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	775,947	100,000	0	875,947	3,256,502	Grant from HUD to address affordable housing needs.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	221,083	0	0	221,083	840,722	Grant from HUD to address needs and services for homeless persons or persons at risk of becoming homeless.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Other	8,343,372	0	0	8,343,372	0	\$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The jurisdictions leverage federal resources against other sources of federal, state, local, and private funding to maximize the impact of CDBG, HOME, and ESG funds. Leveraging varies from activity to activity depending on the project scope. For instance, the Federal Low-Income Housing Tax Credit (LIHTC), historic tax credits, and various affordable housing loan and grant products from the CA Department of Housing and Community Development and the Federal Home Loan Bank can be leveraged with HOME funding to develop affordable housing.

Although the CDBG program does not require a match, the HOME program and the ESG program require funding match. The HOME program requires a 25 percent non-federal cash or non-cash match of the annual grant amount or entitlement, less 10 percent for administration and five percent for Community Housing Development Organization (CHDO) operating support.

ESG match is required on a one-to-one basis (100 percent match). ESG grantees report required match detail to the Ventura County Continuum of Care (CoC) on a monthly or semi-annual basis. Matching contributions from ESG grantees (cash or non-cash) may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources, per 24 CFR 576.201.

DRAFT

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Most County-owned property is used to house County operations or is deed-restricted, limiting its feasibility for new uses. The County has been evaluating land it owns, as it becomes available, for the purpose of providing affordable housing and will continue to consider land that is deemed as surplus for the needs identified in the Regional Consolidated Plan. The County has initiated the use of a surplus building in San Buenaventura for a year-round emergency shelter for homeless persons. The building is currently being renovated and is expected to begin serving clients early in 2020. Additionally, late in 2019 the County released a Request for Qualifications and Concept Proposals for a County-owned property located in the unincorporated area for an affordable housing development, with a permanent supportive housing component.

Discussion

Anticipated CARES Act funding is included in "Other" section in table above, \$3,088,367 in CDBG-CV funds to be used to prevent, prepare for and respond to the coronavirus and \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate the impacts of COVID-19.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Table on next page

DRAFT

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Supply of Affordable Housing	2020	2024	Affordable Housing		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Disaster Planning and Recovery	CDBG: \$1,030,153 HOME: \$788,521	Rental units constructed: 5 Household Housing Unit Rental units rehabilitated: 8 Household Housing Unit Homeowner Housing Added: 10 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 2000 Household Housing Unit

2	Enhance Economic Stability	2020	2024	Non-Housing Community Development		Increase Job Skills Facade Improvements Local Entrepreneurship		
3	Increase Social Services	2020	2024	Non-Homeless Special Needs		Housing Support and Stability Assistance for Senior Residents Social Services Youth Activities and Services Disaster Planning and Recovery	CDBG: \$401,158	Public service activities other than Low/Moderate Income Housing Benefit: 2300 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted

4	Work to End Homelessness	2020	2024	Homeless		Housing Support and Stability Homelessness	ESG: \$221,083	Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted Homeless Person Overnight Shelter: 155 Persons Assisted Homelessness Prevention: 20 Persons Assisted Other: 100 Other
5	Create Quality Neighborhoods	2020	2024	Non-Housing Community Development		Housing Support and Stability Assistance for Senior Residents Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$708,200 CDBG: (Prior Year) \$352,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 125000 Persons Assisted

6	Effective Administration	2020	2024	Planning and Administration		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public	CDBG: \$534,877 HOME: \$87,613	Other: 0 Other
---	--------------------------	------	------	-----------------------------	--	---	-----------------------------------	----------------

Annual Action Plan
2020

12

						Infrastructure		
7	CDBG COVID Pandemic Response	2020	2022	COVID Pandemic Response		COVID-19 Impact	CDBG-CV: \$3,088,367	Public Services-area benefit: approx. 125,000 Persons Assisted Public Services- 400 persons assisted Economic Development: 20 Business assisted Rental Assistance: 500 assisted
8	ESG COVID Pandemic Response	2020	2022	COVID Pandemic Response		COVID-19 Impact	ESG-CV: \$5,255,005	Tenant-based rental assistance / Rapid Rehousing: 30 Households Assisted Homeless Person Overnight Shelter: 350 Persons Assisted Street Outreach/Other: 200 Other

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Supply of Affordable Housing
	Goal Description	Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County. Provide housing support to households impacted by COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus.
2	Goal Name	Enhance Economic Stability
	Goal Description	Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship. Provide economic development support to businesses impacted by COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus.
3	Goal Name	Increase Social Services
	Goal Description	Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents. Public service activities supporting response to COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus.

4	Goal Name	Work to End Homelessness
	Goal Description	Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness. Provide homeless service activities for persons experiencing homelessness impacted by COVID-19. ESG-CV funds will be used to prevent, prepare for and respond to coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus.
5	Goal Name	Create Quality Neighborhoods
	Goal Description	Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards.
6	Goal Name	Effective Administration
	Goal Description	Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction. Administrative tasks supporting activities to prevent, prepare for and respond to coronavirus. (CDBG-CV 20% cap of Allocation and ESG-CV 10% cap of Allocation). Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers.
7	Goal Name	CDBG COVID Pandemic Response
	Goal Description	Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus

8	Goal Name	ESG COVID Pandemic Response
	Goal Description	Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. ESG-CV funds will be used to prevent, prepare for and respond to coronavirus

DRAFT

Projects

AP-35 Projects – 91.220(d)

Introduction

***FIFTH ACTION PLAN AMENDMENT UPDATE -
CDBG-CV funds as changes to specific projects have been identified in the AP-38 of this report;
Project 13: CV-COVID RESPONSE.

These are 2020 Plan year Projects designed to accomplish the goals and objectives of the 2020 AAP. The 2020 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Housing Support and Stability, Homeownership Opportunities, Rehabilitation and Preservation, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homelessness, Parks and Community Space, Public Facilities and Improvements, Public Facilities-Fire Protection Equipment and Administration and Planning.

Additionally, three new projects will be used to track activities as a result of CARES Act Amendment, CV-COVID RESPONSE, CV-ADMINISTRATION AND ESG20-OXNARD.

Projects

#	Project Name
1	NEW RENTAL HOUSING
2	HOUSING SUPPORT AND STABILITY
3	HOMEOWNERSHIP OPPORTUNITY
4	REHABILITATION AND PRESERVATION
5	ASSISTANCE FOR SENIOR RESIDENTS
6	OTHER PUBLIC SERVICES
7	YOUTH ACTIVITIES AND SERVICES
8	HOMELESS ASSISTANCE
9	PARKS AND COMMUNITY SPACE
10	PUBLIC FACILITIES AND IMPROVEMENTS
11	PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT
12	ADMINISTRATION
13	CV-COVID RESPONSE
14	CV-ADMINISTRATION
15	ESG20-OXNARD

Annual Action Plan
2020

17

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the annual needs identified in coordination with other city departments. Public service allocations are determined by the participation from other providers to meet the goals of the ConPlan. HOME funds are balanced between development projects and single family housing needs. HESG allocation are targeted exclusively for the needs of the homeless population.

DRAFT

AP-38 Project Summary
Project Summary Information-

Table on next page

DRAFT

1	Project Name	NEW RENTAL HOUSING
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing
	Funding	HOME: \$788,353
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	5 LOW INCOME HOUSEHOLDS
	Location Description	CITY OF OXNARD. CALIFORNIA
	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF 5 HOUSING UNITS FOR LOW INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$131,392.
2	Project Name	HOUSING SUPPORT AND STABILITY
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Housing Support and Stability
	Funding	CDBG: \$200,000
	Description	HOUSING SERVICES
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	5 HOUSING UNIT, 8 HOUSEHOLDS (REHABILITATION), 6 HOUSING UNITS- HOUSING SERVICE; TOTAL OF 19 HOUSEHOLDS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD

	Planned Activities	HOUSING SERVICES FOR LOW - MODERATE INCOME HOUSING HOUSEHOLDS
3	Project Name	HOMEOWNERSHIP OPPORTUNITY
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Homeownership Opportunities
	Funding	CDBG: \$125,000
	Description	HOMEOWNERSHIP ASSISTANCE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	6 HOUSEHOLDS ASSISTED
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	HOMEOWNERSHIP ASSISTANCE FOR LOW-MODERATE INCOME HOUSING HOUSEHOLDS
4	Project Name	REHABILITATION AND PRESERVATION
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Rehabilitation & Preservation of Existing Housing
	Funding	CDBG: \$705,153
	Description	REHABILITATION OF HOUSING UNITS; CODE ENFORCEMENT AND COMPLIANCE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	8 HOUSEHOLDS HOUSING UNITS 2,000 HOUSEHOLD HOUSING UNITS (CODE COMPLIANCE)

	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	AFFORDABLE HOUSING RENTAL UNITS FOR LOW-MODERATE INCOME HOUSEHOLDS; SUPPORT THE CODE ENFORCEMENT ACTIVITIES OF THE CITY OF OXNARD DEVELOPMENT SERVICES TO IMPROVE QUALITY OF LIFE AND PROPERTY ISSUES
5	Project Name	ASSISTANCE FOR SENIOR RESIDENTS
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Assistance for Senior Residents
	Funding	CDBG: \$47,500
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	300 PERSONS WILL BE ASSITED WITH SENIOR SERVICES
	Location Description	CITY-WIDE
	Planned Activities	1) ASSISTING WITH DAILY NEEDS FOR SENIORS BY CAREGIVERS VOLUNTEERS ASSISTING THE ELDERLY, CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER
6	Project Name	OTHER PUBLIC SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$149,299
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE

	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	125 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES, FAIR HOUSING SERVICES WILL ASSIST 150 FAMILIES, AND 150 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES.
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	***ACTION PLAN UPDATE - The City initially awarded \$20,000 to Thrive Mentorship House where addiction and rehabilitation services for adult men were made available. This activity's funds have been reallocated to a park project. Thrive Mentorship House was unable to complete the initial documentation prior to developing a Subrecipient Agreement, therefore the project was closed. Additionally, the Fair Housing Program has been moved from Public Services to Administration, as the City of Oxnard serves all income levels with this program. 1) CITY OF OXNARD FAIR HOUSING PROGRAM, 2) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, 3) HOMELESS SERVICES BY SHELTER CARE RESOURCES, 4) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION
7	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Youth Activities and Services
	Funding	CDBG: \$204,300
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.

	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1700 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW-MOD NEIGHBORHOODS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	CITY OF OXNARD RECREATION AT 1) COLONIA GYM, 2) COLONIA BOXING GYM, 3) COLONIA RECREATION CENTER, 4) POLICE ACTIVITIES LEAGUE, 5) RECREATION ON THE GO AND 6) COLONIA LIBRARY EDUCATIONAL PROGRAM
8	Project Name	HOMELESS ASSISTANCE
	Target Area	
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$221,083
	Description	MERGED EXPECTED RESOURCES, PROJECT FUNDING AND NARRATIVES WITH PROJECT ESG20-OXNARD. THIS PROJECT IS NOT AVAILABLE FOR ACTIVITIES.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 140 INDIVIDUALS; TURNING POINT WILL PROVIDE EMERGENCY SHELTER TO 15 MENTALLY-ILL PERSONS; CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH TO 100 INDIVIDUALS; RAPID RE-HOUSING TO 15 HOMELESS HOUSEHOLDS and HOMELESS PREVENTION ASSISTANCE TO 20 HOMELESS PERSONS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) ADMINISTRATION OF HESG BY CITY OF OXNARD, 2) KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER AND , 3) EMERGENCY SHELTER FOR MENTALLY ILL BY TURNING POINT FOUNDATION, 4) CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH, 4) RAPID RE-HOUSING, AND 5) HOMELESS PREVENTION

9	Project Name	PARKS AND COMMUNITY SPACE
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Parks and Community Space
	Funding	CDBG: \$118,000
	Description	PUBLIC IMPROVEMENTS OF PUBLIC PARKS AND COMMUNITY SPACE WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO PUBLIC IMPROVEMENTS IN LOW-MOD CENSUS TRACT NEIGHBORHOODS. THE ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 60,000 PERSONS.
	Location Description	LOW AND MODERATE INCOME AREAS
	Planned Activities	1) PLEASANT VALLEY PARK BALL COURT AND 2) LA COLONIA GREEN ALLEYS
10	Project Name	PUBLIC FACILITIES AND IMPROVEMENTS
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Utilities and Public Infrastructure
	Funding	CDBG: \$746,945
	Description	PUBLIC FACILITIES AND IMPROVEMENTS
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO CITY FACILITIES. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS

	Location Description	CITY-WIDE
	Planned Activities	1) HOMELESS SHELTER PORTABLE FACILITIES, 2) MULTI SERVICE CENTER REHABILITATION, 3) ONE STOP FACILITY AND 4) POLICE ACTIVITY LEAGUE (PAL) REHABILITATION ***ACTION PLAN UPDATE- 5)HOMELESS SHELTER IMPROVEMENTS AT 1450 SOUTH ROSE AVE THE CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL UTILIZE PRIOR YEAR CDBG FUNDS FOR HOMELESS SHELTER IMPROVEMENTS TO THE 1450 SOUTH ROSE AVE PROJECT. THE PROJECT WILL IMPROVE ACCESSIBILITY AND SAFETY, AND INCREASE RESROOM SPACE AND CAPACITY TO MEET THE NEEDS OF THE HOMELESS FACILITY.
11	Project Name	PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$195,000
	Description	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS.
	Location Description	CITYWIDE
	Planned Activities	1) EMERGENCY OPERATIONS CENTER
12	Project Name	ADMINISTRATION
	Target Area	
	Goals Supported	Effective Administration

	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$534,799 HOME: \$87,594
	Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 209,000 PERSONS WILL BENEFIT FROM THIS ACTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS.
	Location Description	CITYWIDE
	Planned Activities	COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES
13	Project Name	CV-COVID RESPONSE
	Target Area	
	Goals Supported	Enhance Economic Stability Increase Social Services Work to End Homelessness

Needs Addressed	Housing Support and Stability Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness
Funding	CDBG-CV: \$2,470,694
Description	*** ACTION PLAN UPDATE – Activities identified with reallocation of CDBG-CV funds. Several projects were cancelled due to not having the ability to carry out the program during COVID-19. CDBG activities to prevent, prepare for and respond to coronavirus. Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CV-COVID RESPONSE activities total \$2,470,694.
Target Date	6/30/2022
Estimate the number and type of families that will benefit from the proposed activities	*** ACTION PLAN UPDATE – Estimated 15 persons assist with job retention/creation; homeless prevention to assist 150 persons; 150 homeless individuals will be assisted with homeless services; Post-PAL Shelter rehabilitation for 1 public facility. An estimated 21,000 person will benefit from the Fire Paramedicine activity for low and moderate income residents. 21,000 persons will be assisted with Food Share activity; 14,000 persons will be assisted with Health Sanitation activity; 250 homeless individuals will be assisted with emergency shelter and services; 150 youth will be assisted with youth services and educational programs; 10 persons will be assisted by job development and training; rental assistance program will assist 500; and technical assistance activity will assist 20 businesses. These activities are in low-moderate income neighborhoods.
Location Description	Citywide and Low and Moderate Income Areas.

	Planned Activities	*** ACTION PLAN UPDATE- Additional Activities are Business Assistance Grants- increase funds; Post-PAL Shelter Rehabilitation; Homeless Encampment ; Homeless Prevention programs. CDBG-CV cancelled activities are PAL Homeless Shelter Expansion, Vocational Job Training, Community of Action of Ventura County-Oxnard Homeless Services, and Business Improvement-South Oxnard. City of Oxnard Fire Department will provide 1) Fire Paramedicine & PPE; City of Oxnard Cultural & Community Services will provide 2) Food Share, 3) Health-Sanitation Program, 4) Homeless Shelter Expansion, 5) Homework Center at Colonia Gym, South Oxnard Center, Durley Park Youth Center; City of Oxnard Housing Department will provide 6) Homeless Outreach, 7) Homeless Encampment Response, 8) Vocational Job Development & Training, 9) Business Improvement-South Oxnard; City of Oxnard Housing Authority will provide 10) Rental Assistance Program; and Community of Action of Ventura County will provide 11) Oxnard Homeless Services.
14	Project Name	CV-ADMINISTRATION
	Target Area	
	Goals Supported	Effective Administration
	Needs Addressed	Housing Support and Stability Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness
	Funding	CDBG-CV: \$617,673
	Description	Administrative tasks supporting activities to prevent, prepare for and respond to coronavirus. (20% cap of Allocation) Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CV-ADMINISTRATION Project total is \$617,673.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	Administration and planning activities will benefit families citywide. An estimated 209,000 persons will benefit from this activity of which over 60% are low- and moderate- income residents.
	Location Description	Citywide.
	Planned Activities	Coordination of all CDBG-CV Administration and planning activities.
15	Project Name	ESG20-OXNARD
	Target Area	
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$221,083 ESG-CV: \$5,255,005

	Description	***AMENDMENT (4th)Updated activities 4) Turning Point Foundation will provide Emergency Shelter, 5) Mercy House will provide Rapid Re-Housing. Both activities are regular ESG funds. ***AMENDMENT(3rd) Updated activities Oxnard ESG-CV funds will provide 1) Homeless Expansion Shelter (Mercy House Emergency Shelter) at K Street (2) Temporary Homeless Shelter at PAL (Mercy House Emergency Shelter), Emergency Shelter Maintenance (at K Street and PAL) 3) Temporary Emergency Shelter at 2nd Street (terminated), and Emergency Shelter (Turning Point Foundation), and Emergency Shelter Services (Ventura County Healthcare Services) 4) Case Management & Rapid Re-Housing, 5) Homeless Encampment Response-Outreach, 6) Street Outreach (Ventura County Health Care Services Agency and the Salvation Army) and 7) Tenant-Based Rental Assistance (United Way-Forward Home) and 8) Administration of ESG-CV ***Annual Action Plan Amendment Update (2nd) - The City reallocated ESG-CV funds to activities that needed additional funding within the calendar year. ESG-CV Administration was reduced to \$51,090, and Emergency Shelter was increased to \$4,083,495 - dedicated to Mercy House Shelter Services and Operations, Turning Point Foundation, and Ventura County Health Care Services Agency. Street Outreach was reduced by \$136,516 with those funds moving to Emergency Shelter Services. The original Annual Action Plan had an unallocated amount of \$651,589, that is now moving to Emergency Shelter Services. HESG ANNUAL \$221,083 - Administration and Planning costs subject to 7.5% Cap, or \$16,581. HEARTH Emergency Solutions Grant funds to provide financial assistance to various service providers for Emergency Shelter and Street Outreach subject to 60% Cap; Homeless Prevention, Rapid Re-Housing, and HMIS activities to serve homeless individuals and families, and those at-risk of becoming homeless. Street Outreach and Emergency Shelter activities will be limited to 60% of HESG allocation, or \$132,649. All HESG subrecipients are required by CITY OF OXNARD to provide matching funds of a dollar for every dollar HESG grant dollar received. (First AAP Amendment) ESG-CV ANTICIPATED RESOURCES ALLOW \$5,476,088 OF ESG-CV ACTIVITIES TO PREVENT, PREPARE FOR AND RESPOND TO CORONAVIRUS.
	Target Date	6/30/2022

Estimate the number and type of families that will benefit from the proposed activities	HESG PY 2020 Annual grant will assist Kingdom Center with Emergency Shelter activity funds for 140 individuals; assist Turning Point with Emergency Shelter funds for 15 mentally ill persons; City of Oxnard Housing Department, Homeless Division with funds to contract for a provider to assist with Street Outreach to 100 individuals; Rapid Re-Housing to 15 Homeless households and Homeless Prevention assistance to 20 homeless persons. With CARES Act, ESG-CV funds - Homeless activities planned are Emergency Shelter to 350 homeless persons; Rapid Re-Housing to 30 individuals; Street Outreach to 200 individuals.
Location Description	Various locations throughout City of Oxnard.
Planned Activities	PY 2020 HESG Annual activities will be; 1) Administration of HESG activities, 2) Kingdom Center will provide Emergency Shelter for families, 3) Emergency Shelter for mentally ill by Turning Point Foundation, 4) City of Oxnard Housing Department, Homeless Division, will provide Street Outreach, 4) Rapid Re-Housing, and 5) Homeless Prevention. Oxnard ESG-CV funds will provide 1) Homeless Expansion Shelter, 2) Temporary Homeless Shelter at K Street, 3) Temporary Emergency Shelter at 2nd Street, 4) Case Management & Rapid Re-Housing, 5) Homeless Encampment Response-Outreach, 6) Street Outreach and 7) Administration of ESG-CV.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low, low, and moderate-income persons. The City has traditionally dedicated 100 percent of its CDBG resources to activities that exclusively benefit LMI persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). This trend is expected to continue in PY 2020. Also, the City will continue to assist the low-income persons citywide with HOME and HESG funds. The target areas are: (1) Citywide, with 89 percent of the total entitlement funds; and, (2) the LMA Census Tract, 11 percent. The total entitlement includes the administration and planning funding.

Geographic Distribution

Target Area	Percentage of Funds
NA	NA

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, nutrition needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. These allocations also cover designated areas targeted by Code Compliance efforts to reduce and eliminate the deterioration of the areas through the Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the

neighborhood.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

DRAFT

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME affordable housing loans for down payment assistance or rehabilitation will leverage affordable housing loan programs, funded by State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. First time Homebuyer Loan Program
2. Homeownership Assistance Program
3. Rehabilitation of Single-Family and Mobile home Housing Units
4. Rehabilitation of Housing Rental Units
5. Construction of new affordable dwelling units
6. Preservation of 520 public housing rental units and 1,840 Section 8 vouchers (including 15 set aside vouchers for homeless persons and 67 VASH vouchers for veterans)

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	2,360
Special-Needs	250
Total	2,660

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	2,145
The Production of New Units	5
Rehab of Existing Units	6
Acquisition of Existing Units	10
Total	2,166

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

City of Oxnard's Affordable Housing Division (AHRD) offers HOME grant funds to finance homebuyer assistance and rehabilitation of owner-occupied single family housing for local residents. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website.

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,840 Section 8 rental assistance vouchers, which includes 67 VASH vouchers and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marketing flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Every 5 years the Capital Fund program conducts a PNA (Physical Need Assessment) throughout the entire housing units and sends out survey questionnaires to the residents to assess the physical deficiencies in their units. It also collects input from Maintenance and Public Housing Staff. All the collected deficiencies get translated into capital improvement projects and get tabulated into a 5 year action plan. Each year, in its Annual Plan and Statement, Capital Fund re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2020/21, the following capital improvement projects for public housing units are planned:

Cal 31-2 (Felicia Court) Roofing	\$250,000
Exterior Doors	\$220,000
Cal 31-8 (Palm Vista) Boiler Replacement	\$ 10,000
Cal 31-5 (Plaza Vista) Kitchen Cabinets	\$175,000
Cal 31-7 (Scattered sites) Kitchen Cabinets	\$350,000
Building Improvements	\$ 10,000
 Total Planned projects for 2020	 \$1,015,000

In 2019, the Oxnard Housing Authority retired 144 public housing units, the impacted public housing residents were issued Section 8 Project Based Vouchers for the Las Cortes Project and any remaining families were given Section 8 tenant based vouchers to relocate to a unit in the private market.

Annual Action Plan
2020

37

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of fliers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are required to conduct a Point In Time Count (PIT) of homeless persons each year. The 2020 PIT count was conducted on January 29, 2020.

The "Ventura County 2020 Homeless Count and Subpopulation Survey: Final Report", published in April 2020. The report is at the following website:

<https://s33020.pcdn.co/wp-content/uploads/2020/04/2020-VC-Homeless-Count-Report-Final.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2020 PIT counted a total of 379 unsheltered homeless persons in Oxnard.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In the previous twelve months the City of Oxnard established a year around homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new and replacement navigation center and 110-bed homeless shelter plus other support services and fifty-four units of permanent supportive housing. We expect that this new project will be in operation within thirty-six months and will maintain the interim operation on K Street until relocation is possible.

During the next year, Oxnard will engage a new street outreach team to offer navigation for basic needs, services and shelter. The street outreach team will coordinate with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center,

Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority has created a homeless preference in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. During the 2019 – 2020 fiscal year the Oxnard Housing Authority expects to house fifty otherwise homeless families with the use of Housing Choice Vouchers.

The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

OHA works in conjunction with the Veteran Administration to administer 67 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities,

foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

1. **Health Care Facilities:** the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. **Mental Health Facilities:** the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. **Foster care and other youth facilities:** the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. **Corrections programs and institutions:** upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.

2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.
4. All of the above objectives are still in progress and will be folded into a regional plan and strategy lead by the County of Ventura.

DRAFT

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visitability design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations

and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

DRAFT

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources;

- High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;
- Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;
- A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,
- Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups.

City staff will address the challenges of existing and new obstacles in PY 2020 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can

comply with timely draw-down requirements.

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the remaining RHNA affordable allocation of 2,497 lower income and moderate units and 53 above moderate income units, the City is relying on the following:

- The All Affordable Housing Opportunity Program (AAHOP) and Affordable Housing (AH) additive zone (see Supplement 2) with an inventory of 2,067 units on 38 AAHOP sites
- 66 Vacant and Underutilized Sites (see Supplement 2)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2721 and 2615. The Inclusionary Housing Program provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City is currently in the process of completing a study to increase the City's in-lieu fee. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of 1 percent of the sales price of each for sale unit in the project based on increments of \$50,000, with a minimum payment of \$5,000 for each unit.

Rental Units: A payment is required for each rental unit. The price is adjusted every six months by the percentage increase or decrease for the previous six months as determined by the Los Angeles Riverside-Orange County Consumer Price Index for all urban consumers.

The City Council generally prefers on-site affordable housing as opposed to payment of in-lieu fees. A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always

leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.8 million.

Possible incentives may include, but are not limited to, the following:

- Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)
- Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and other qualifying households, when such funds are available
- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis
- Density bonus

Actions planned to reduce lead-based paint hazards

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs

and thereby getting them out of poverty:

- City Corp
- Community Action of Ventura County
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs, Colonia Gymnasium, Colonia Recreation Center and Boxing programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion:

The City anticipates significant numbers of inclusionary affordable housing to be developed within several proposed specific plans and other new projects. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the

environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act: the City reviews and perform the contract administration of all CDBG-funded construction projects; 4) Section 3 Compliance: this function is also performed by the City; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2020 CDBG funds for public services such as recreation programs for youth, homeless services, senior services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
---	---

Annual Action Plan 2020	50
----------------------------	----

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Refer to Questions # 3 for Resale Provisions & procedures.

Recapture:

Provisions

- "In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law."
- "If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary –such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs."

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

Annual Action Plan
2020

51

- During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$$

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Refer to Question #2 for Recapture provisions and procedures.

Resale

Provisions

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two ways methods described below. The method used is identified in the RRA:

Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or

Determination using a CPI method to calculate the increase (or decrease) in value of the property.

The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

**Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program any longer. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook are provided to all HESG subrecipients.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Santa Barbara to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications
- d. The Review Panel included representatives from City Advisory Groups.

Annual Action Plan
2020

54

- e. The Review Committee reviews all proposals and provides a scores for each eligible application. The funding recommendations are derived based on the scores.
 - f. The funding recommendation are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
 - g. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
 - h. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
 - i. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
 - j. Contracts are completed and services can begin on July 1.
 - k. All HESG contracts are awarded for two years.
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and

families.

- Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- Eviction Prevention: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- MINIMUM STANDARDS: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- BUILDING AND HABITABILITY STANDARDS: Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- MONITORING: City staff will monitor the use of grant funds through a combination of a thorough review of all submitted reports, review of audit or financial statements, and monitoring and site visits.
- The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Discussion:

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$16,581 and 60% for street outreach and emergency shelter \$132,649; total \$149,230 for those cost categories. The City's 2020 action plan allows the maximum toward \$16,581 administration and planning, and a total of \$71,853 or 32.5% toward other activities such as homeless prevention and rapid re-housing support.

City of Oxnard

2022 Annual Action Plan Amendment

DRAFT

January 2023

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

FIRST ACTION PLAN AMENDMENT UPDATE – City of Oxnard amendment to update projects to the (CDBG) and (HOME) to the 2022 Annual Action Plan - the third year in the 2020- 2024 Ventura County Regional Consolidated Plan, per City of Oxnard Council Action on May 17, 2022. This is a substantial amendment and requires the first amendment to this document. The amendment is exclusively for the CDBG & HOME funds as changes to a specific project have been identified in the AP-38 of this report. City of Oxnard City Council action scheduled on February 21, 2023.

1. Introduction

The City of Oxnard is within Ventura County, California, located northwest of Los Angeles and southwest of Santa Barbara. Oxnard is the largest city in the county with the population of 202,063, according to the United States Census Bureau population estimates in 2020. The regulations of the United States Department of Housing and Urban Development (HUD) require that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan.

The City of Oxnard (City) joined the Ventura County Regional Consolidated Plan (Regional ConPlan) is a five year plan document covering five plan years from 2020-2024. The Ventura County Regional Consolidated Plan is a collaborative document between all incorporated cities and the unincorporated areas of Ventura County, California. Collaborating in the development of the Regional Consolidated Plan are the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, San Buenaventura (City of Ventura), Simi Valley, and Thousand Oaks. The Regional ConPlan document is to comply with the HUD requirement to submit the City of Oxnard's Annual Action Plan for plan year 2022.

In the Regional ConPlan, the priorities that need to be addressed for community development and housing needs of the City of Oxnard are identified. The AAP's annually identify the resources available to address those needs identified in the Regional ConPlan, describe the activities that will be undertaken designed to meet the annual goals and objectives that relate to the identified needs as determined in the Regional ConPlan, describe the geographic areas targeted for assistance, include the Citizen Participation Plan, and set the basis for performance monitoring whereby results are measured as goals accomplished and outcome indicators.

Goals and objectives of the community needs identified in the Regional ConPlan will be accomplished by activities specified by the City's AAPs. With the 2022 AAP, the City will implement activities that continue to strive to derive positive outcomes that were set forth as goals for the Regional ConPlan

period, Plan Year 2022. The current AAP will cover the period of July 1, 2022 to June 30, 2023 (plan year 2022). Herein are described the expected federal, state and local resources, the priorities and specific objectives the City desires to achieve, and the activities that will be undertaken throughout the 2022 plan year.

In recent years, the City's allocation of entitlement grant funds from HUD has either increased or remained relatively unchanged but this year's allocation slightly decreased. The Plan year 2022 allocations are; Community Development Block Grant (CDBG) \$2,365,280 a decrease of 2%, HOME Investment Partnerships (HOME), \$855,503 an increase of 11% and Hearth Emergency Solutions Grant (HESG), \$211,474 a decrease of 3%. Total HUD entitlement grant funds decreased by 1.9%, to \$3,432,257.

The City's goals, as identified in the Regional ConPlan, can be found throughout this AAP, and are designed to principally serve extremely-low, low-, and moderate-income residents by addressing the following:

- Improve the Supply of Affordable Housing
- Enhance Economic Stability
- Increase Social Services
- Work to End Homelessness
- Create Quality Neighborhoods
- Effective Administration

The AAP describes the resources expected to be available in the coming program year from federal, state, local and private sources, and also includes a description of the activities that will be undertaken to meet the specific objectives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is being guided by HUD's Office of Community Planning Development Outcome Performance Measurement System to address the high priority needs stated in its Regional ConPlan. When funding an activity, the City determines which of three HUD objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.

- Decent Housing (DH) - The activities that typically would be found under this objective are designed to cover the wide range of housing programs possible under HOME, CDBG or HESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- Creating Economic Opportunities (EO) - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City combines the information reported to HUD in the FY 2020-21 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY 2022-23 AAP proposed projects.

The three major program areas underlining CDBG, HESG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupled with the Continuum of Care (CoC) of Homelessness have received a high priority in the 2020-24 Regional ConPlan. The goals and accomplishments for Plan year 2022 are summarized in the attached table.

Accomplishments achieved during the program year (PY) 2020 (July 1, 2020 through June 30, 2021) were evaluated in detail in the PY 2020 CAPER. The CAPER was completed and submitted to HUD on November 17, 2021. Due to the Public Health Order response to COVID-19, the annual goals were difficult to meet throughout the fiscal year 2020-21. Stay at Home order were issued and activities were reduced significantly or halted in order to meet the health and safety of recipients. Therefore, subrecipient were unable to meet their performance goals in FY 2020-21.

4. Summary of Citizen Participation Process and consultation process

SECOND ACTION PLAN AMENDMENT UPDATE- For purposes of the Action Plan Amendment, the public hearing is scheduled on December 27, 2022 during the Committee meeting and final approval by the City Council is scheduled on January 17, 2023. A 30-day public comment period was conducted between December 16, 2022 and February 21, 2023. Comments are pending during the comment period.

Summary from citizen participation section of plan.

As part of the AAP development, the City staff scheduled two public hearings: (1) December 15, 2021 and (2) May 17, 2022:

The Administrative Public Hearing-December 15, 2021 provided the opportunity for the public to comment on unmet community needs for FY 2022-23 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 65 addresses consisting of organizations, the faith community, service providers; and cities within Ventura County were provided a copy of the public hearing in English and Spanish. The administrative public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 230 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website. The public comment period started December 15, 2021 and ended on February 3, 2022. During the public comment period there were no written public comments submitted and one (1) verbal public comment was received during the public hearing.

Pursuant to Assembly Bill 361, members of the legislative body, members of the public and City staff may participate via teleconference. Consistent with City policies imposed to promote social distancing, the facility where the City Council, 305 West Third Street, Oxnard, California regularly meets was temporarily closed to the public. The Administrative Public hearing was held via video conference/teleconference.

Oxnard residents were encouraged to participate remotely by accessing a meeting link posted on the City's Housing Department website at oxnard.org/city-department/housing/grants-management/. Oxnard residents were encouraged to submit comments via email before 3 p.m. to grantsmanagement@oxnard.org and the comments will be provided during the meeting.

Second public hearing –May 17, 2022 (1) to provide the opportunity to the public to comment on the projects recommended for funding for FY 2022-23 AAP; and (2) to receive recommendations and direction from the City Council regarding the FY 2022-23 AAP grant funding. As part of the development process of the AAP, City Staff developed a mailing list of more than 65 addresses consisting of organizations, the faith community, service providers; and cities within Ventura County will be provided a copy of the public hearing in English and Spanish. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 230 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website and broadcasted on the public viewing TV Channels 10/35. The public comment period started April 15, 2022 and end on May 17, 2022. During the public comment period there were no written public comments submitted and one(1) verbal public comment was received during the public hearing.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

FIRST ACTION PLAN AMENDMENT – All comments will be accepted, however, currently this information is pending throughout the 30-day public comment period.

First Administrative Public Hearing: December 15, 2021

During the first Public Hearing, there was (1) one verbal comment submitted. In addition, no written comments were submitted during the public comment period. The comment was presentation was very informative.

Second Public Hearing: May 17, 2022 During the second Public Hearing, (1) one verbal comment submitted. In addition, no written comments were submitted during the public comment period. The comment was thanked the City for the support of agency.

6. Summary of comments or views not accepted and the reasons for not accepting them

FIRST ACTION PLAN AMENDMENT – Comments pending during the 30-day public comment period. Final amendment will provide an update; however, all comments will be accepted for the record.

During the first Public Hearing, all comments were accepted.

During the second Public Hearing, all comments were accepted.

7. Summary

FIRST ACTION PLAN AMENDMENT – Comments pending during the 30-day public comment period. Final amendment will provide an update.

The City is committed to provide funds that serve the most disadvantaged residents while following HUD's directives. The City increased awareness of the Annual Action Plan's public review activities and process by providing the public notice in various ways.

The City sent notices of the public hearing to more than 65 addresses consisting of organizations, the faith community, service providers and cities within Ventura County. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly

prior to the Hearing to approximately 230 Oxnard residents and broadcasted on the public viewing TV channel 10/35. The Public Hearings are in compliance with the Americans with Disabilities Act. If the public requires special assistance to participate in a meeting, the individual would contact the City Clerk's Office. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for persons accessibility to the meeting. This notation is included on all city Agenda's.

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	OXNARD	
CDBG Administrator	OXNARD	Housing Department
HOPWA Administrator		
HOME Administrator	OXNARD	Housing Department
ESG Administrator	OXNARD	Housing Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Oxnard has designated the Housing Department's Grants Management Division to develop the Annual Action Plan, the Comprehensive Annual Performance and Evaluation Report, and the Regional Consolidated Plan. The Housing Department's Grant Management Division will also act as grants management of several public and private agencies that will implement and administer programs and activities under the Plan.

Consolidated Plan Public Contact Information

City of Oxnard
Housing Department
435 South D Street Oxnard CA 93030
Phone: (805) 385-8096
E-mail: emilio.ramirez@oxnard.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Federal regulations require that a participating jurisdiction consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff have developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income.

The regional consolidated plan and the annual action plan represent a comprehensive planning effort mainly led by Housing Department-Grants Management Division staff, with involvement of (1) local government experts; (2) the social service community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultations efforts:

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; Oxnard Housing Authority; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the Regional ConPlan and the AAP.
- City staff members in the Department and/or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, Oxnard Housing Authority, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts.
- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate in the public hearings.
- The Housing staff finalized the City of Oxnard Analysis of Impediments to Fair Housing (AI), which is required by HUD to be submitted once every five years. In January of 2019, the City and the County of Ventura agreed to collaborate on the production of the AI, which was completed and adopted by the Oxnard City Council in May of 2020.

The City engaged Magellan Advisors in its development of a fiber master plan, and the City is also considering a broader discussion regarding broadband. The goal is to provide improved connectivity to underserved communities while also identifying opportunities for economic development. Oxnard is also collaborating with neighboring cities and the County of Ventura to improve connectivity within the region.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City consulted with the agencies/organizations while preparing the AAP, through public hearings, workshops, forum meetings, and training sessions (individuals and group discussions):

- The City of Oxnard City Council conducted two (2) public hearings, on 12/15/2021 and 5/17/2022, as prescribed in the Citizen Participation Plan.
- A community Fair Housing workshop, free to the public, was conducted by the Housing Rights Center seminar is scheduled for May of 2021.
- Consultations with four affordable housing developers (Cabrillo Economic Development Corporation, Habitat for Humanity, People Self-Help Housing, and Many Mansions) were held throughout the year;
- Attended the regional Continuum of Care (CoC) meetings to discuss the application, homeless needs and program directions and strategies;
- The City of Oxnard Commission on Homelessness conducts monthly meetings;
- Facilitated monthly meetings bringing together service providers and the Police Department's Homeless Liaison Unit to coordinate services and planning;
- Participated in Encampment Response Task Force meetings with Ventura County;
- Participate in monthly Veterans Case Conferencing meetings with the CoC, Veterans Affairs and service providers;
- City Lead for Ventura County annual Homeless Point In Time Count;
- Chair for a Regional Advisory Council for Mercy House (emergency shelter service provider);
- Participate in monthly Community Intervention Court meetings with the police department, service providers, and city attorney

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Ventura County Continuum of Care Alliance (CoC) is a regional consortium covering all communities in Ventura County. The CoC is a collaborative group dedicated to promoting a safe, desirable and thriving community by ending homelessness in Ventura County. The CoC is comprised of a Board of Directors and five sub committees (Homeless Management Information System (HMIS) Steering

Committee, Data Performance and Evaluation, Public Information and Outreach, Coordinated Intake, and Housing Service and Coordination). Within these standing committees and the CoC body, are representatives from local housing authorities, homeless service providers, homeless health care, mental health, veterans' services, law enforcement, education, local homeless task forces, business leaders and city/county government representatives.

The coordination of housing assistance and services for homeless persons continues to be implemented through a broad range of public and private funding and service providers that reach: chronically homeless individuals and families with children, veterans, unaccompanied youth, the recently homeless and those at risk of becoming homeless. City staff participate as well on the City's Affordable Housing Team, OHA, the Homeless Committee, which is comprised of the Mayor Pro Tem and another City Council member. Other entities involved in the development of policy and implementation of the provision of services include the City Council-appointed Commission on Homelessness, regional bodies such as the Ventura County Housing and Homeless Coalition, the South Coast Collaborative Regional HMIS implementation committee, the Southern California Regional CoC Collaborative, and the Ventura County CoC Alliance.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC's Data Performance and Evaluation Sub Committee is tasked with establishing performance measures and new policies and procedures for all homeless grant funds and activities. The HMIS Steering Committee is tasked with developing the policies and procedures that govern HMIS, which is administered by the County of Ventura.

City staff continue to work with the CoC to develop performance standards for and evaluation of outcomes for ESG-funded projects and activities. Through participation on regional sub-committees staff also continue to inform HMIS policies, procedures, operations and administration.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

Table on next page

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CITY OF OXNARD
	Agency/Group/Organization Type	PHA Services - Housing Services-homeless Service-Fair Housing Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard Public Housing Authority and the Affordable Housing Division are under the direction of the Housing Director of the City of Oxnard, as is the Grants Management Division. A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis.

2	Agency/Group/Organization	MERCY HOUSE
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed outreach, case management and homeless services provided by Mercy House to support overnight shelter for the homeless.
3	Agency/Group/Organization	PEOPLES SELF HELP
	Agency/Group/Organization Type	Non-Profit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	During the current fiscal year People Self-Help Housing submitted a funding application requesting HOME program funding for the development of a 100% affordable housing development, known as Cypress Place at Garden City. The project will consist of two phases. HOME funding is being requested for the first phase, which will include a total of 90 rental units (inclusive of one unrestricted manager's unit).
4	Agency/Group/Organization	Habitat for Humanity of Ventura County
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	During the current fiscal year Habitat for Humanity requested a HOME program funding application for development of a new project. However, Habitat for Humanity has not submitted an application yet.

5	Agency/Group/Organization	Many Mansions
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Many Mansions submitted a funding application for development of an 87 unit development in downtown, known as Central Terrace Apartments in 2020. While the City initially considered HOME funds as the funding source, the City instead provided City in-lieu funds. In 2022 Many Mansions secured all funding necessary to move forward with this project and is estimated to begin construction in June 2022. The development will be 100% affordable and will provide 8 City in-lieu units and will also be receiving 35 Project Based Vouchers from the Oxnard Housing Authority to provide 35 permanent supportive housing units to homeless households and will also provide on-site supportive services. Many Mansions is in the process of obtaining land use approvals for Phase II of their downtown development, Phase II of their development is known as Aspire Apartments. Many Mansions has expressed interest in submitting an application for HOME-ARP funding for this project or the use of other funds, for a gap-financing loan, but given that the City is still required to complete a community engagement process and submit a plan to HUD to determine the use of HOME-ARP funds, the City is not able to consider any applications for use of these funds at this time.
6	Agency/Group/Organization	CABRILLO ECONOMIC DEVELOPMENT CORPORATION
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cabrillo applied for HOME CHDO development assistance funds to construct 57- rental units which will include housing for farmworker families, located at the corner of Pleasant Valley Road and Etting Road, Oxnard, CA 93033. The Housing Department previously issued a conditional letter of approval to Cabrillo for this development, however, given that the conditional approval was for a 42 unit development which has now been increased to 57 units, the Housing Department is currently in the process of reviewing their updated application for consideration of HOME funds.
7	Agency/Group/Organization	THE KINGDOM CENTER
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	ADA compliance and resource development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kingdom Center was toured by staff and determined areas of the facility that could be upgraded, enhanced and modified to promote greater access for persons with disabilities. In 2020-2021, architectural plans were completed for the project, and it is anticipated that the construction phase of the project will commence in 2022. The project includes not only ADA improvements and increased accessibility in the exterior of the complex, but also an expansion of bathroom capacity to meet the needs of the client population.
8	Agency/Group/Organization	County of Ventura Human Services Agency
	Agency/Group/Organization Type	Services-homeless Services-Health Other government - County

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Created and implemented a coordinated plan conducting encampment response at a large homeless encampment. The City conferred with the Ventura county Public Health Department regarding addresses of housing units wherein children have been identified as lead-poisoned in the City of Oxnard. Prior to implementation of the 2022 Annual Action Plan, the City will receive a list of addresses if such a list exists. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Environmental Intervention Blood Lead Level"(EBLL). OHA staff provides a brochure related to lead based paint hazards to all new program participants and tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.
9	Agency/Group/Organization	Housing Rights Center
	Agency/Group/Organization Type	Service-Fair Housing

What section of the Plan was addressed by Consultation?	Fair Housing, Discrimination
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC), through a regional agreement with the County of Ventura. The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolutions services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with a bi-annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities.

Identify any Agency Types not consulted and provide rationale for not consulting

Not Applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Ventura County CEO's Office	The goals of the Strategic Plan overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidence of homelessness.
Oxnard Housing Authority Agency Plan	Oxnard Housing Authority	The OHA Plan presents the program policies and procedures related to Public Housing units and the Section 8 housing program, which overlaps with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA is currently administering 15 set aside homeless preference vouchers per fiscal year, 77 VASH vouchers, 46 Emergency Housing vouchers, 10 Family Unification vouchers and 40 Mainstream vouchers.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	The City's updated 6th Cycle 2021-2022 Housing Element, which the City adopted in October 2021, identifies and analyzes the current and future housing needs of residents within the City of Oxnard (City) and establishes housing goals, policies, and programs to meet the needs of certain special populations and provide adequate development opportunities for the private and non-profit sectors. The housing requirements of lower income households and special needs groups are given particular attention.
Regional Housing Needs Allocation (RHNA)	Southern California Association of Governments (SCAG)	The City is in the region covered by the Southern California Association of Governments (SCAG). For each Housing Element planning cycle, SCAG is required to determine the Regional Housing Need Assessment (RHNA) allocation for each city and unincorporated county areas within the SCAG region. For the 2021-2029 6th Cycle Housing Element period, SCAG has allocated to the City 8,549 dwelling units, of which 2,911 units are required to be affordable to lower income households and 1,538 are affordable to moderate income households

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Implementation of the 2022 Action Plan requires coordination and compliance with the local and regional needs established by the City of Oxnard, County of Ventura, Southern California Association of Governments and the State of California.

California state law requires Metropolitan Planning Organizations (MPOs) to determine the existing and projected housing need for their regions. The County of Ventura and City of Oxnard are part of the Southern California Association of Governments (SCAG) MPO, which also includes Los Angeles, Orange, Riverside, San Bernardino, and Imperial counties. For each Housing Element planning cycle, SCAG determines the share of existing and projected housing need by affordability level using the Regional Housing Need Assessment (RHNA) process for its 192 member jurisdictions.

City of Oxnard's General Plan contains a Housing Element that makes "adequate provision for the existing and projected housing needs of all economic segments of the community." The Housing Element must be revised and updated every eight years after 2010 due to SB 375. A community is not obligated to actually provide housing to all in need but the Regional Housing Needs Allocation (RHNA) is a "distribution of

housing development capacity” that each city and county must zone for in a planning period for all economic levels, though the housing requirements of lower income households and special needs groups are given particular attention. RHNA is integral to the development of a Sustainable Community Strategy. The Housing Element is a planning document, requiring the City to plan for meeting its “fair share” of the regional housing market need. The RHNA sets local housing and land use capacity goals to support future growth, including transit oriented, mixed use and infill development.

The time frame during which housing accomplishments towards the RHNA can be counted (RHNA cycle) is June 30, 2021 through October 31, 2029. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2021-2029 SCAG RHNA determined that 2,911 units are required to be affordable to lower income households and 1,538 are affordable to moderate income households.

The City Housing Department’s mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City’s General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well maintained housing for eligible low and very low income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

All City housing projects undertaken with federal funds from HUD or other state or federal funding source must comply with the requirements of the City’s Housing Element, General Plan, SCAG, State of California Housing and Community Development Department (HCD) and HUD.

AP-12 Participation – 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

Table on next page

DRAFT

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Administrative Public Hearing occurred on December 15, 2021; Multiple persons attended the public hearing	1st Public Hearing- (1) verbal comment was presentation was very informative. Poll results were street improvement, increase affordable housing, homebuyer assistance and youth program are most needed.	All comments accepted	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community	Advertisement for the public hearing notice and the 30-day public comment period was published in the Vida newspaper in English and Spanish on November 11, 2021; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.	No comments were received	No comments were received	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Entitlement Grant Workshops	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Interested parties/application for grant funds	9 people attended the Workshop for CDBG and HESG	Comments were application timeline, low/moderate area map, SAMs number, homeless person income verification, additional documents for application	All comments accepted	NA

4	Resident Survey	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	5 people submitted Resident survey to provide need in the community. Survey provided in English & Spanish.	Comments are kitchen at senior center for hot meals; ADA compliance on sidewalk corners, new restrooms in parks, air filter units in public buildings such as colonia library, rec, multi service center and senior apts. Community safety, actively address homeless issues that affect community safety; OPAC rehabilitation; Fix most transit streets such as Gonzalez Road; City needs to complete the mitigations of specific plans before the city	All comments accepted	NA
---	-----------------	--	---	---	------------------------------	-----------

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				approves new specific plans		
5	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	Second public hearing will be held on May 17, 2022	2nd Public Hearing comments - (1) one verbal comment was: thanked the City for the support of their agency.	All comments accepted	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Non-targeted/broad community	Advertisement for 2nd public hearing notice and the 30-day public comment period was published in the Vida newspaper in English and Spanish on April 14, 2022; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.	No Comments were received	No Comments were received	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Internet Outreach	Non-targeted/broad community	Not Measured	No comments received	No Comments Received	https://www.oxnard.org/city-department/housing/grants-management/
8	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	Public hearing will be held on December 27, 2022 or soon thereafter	Public Hearing comments - pending	Summary pending	NA

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In Plan year 2022, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,365,280, HOME \$855,503 and HESG \$211,474, a total of \$3,432,257 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$100,000 for HOME programs. This will increase total available resources from the 2022 Plan year to \$3,632,257. The source of program income comes principally from repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of

the 2022 AAP.

Anticipated Resources

Table on next page.

DRAFT

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,365,280	100,000	3,155,447	5,620,757	5,325,046	Block grant from HUD to address housing, community development, and economic development needs. 2022 CDBG Allocation and Program income is \$2,465,280 available resources from CDBG Plan year 2022. Uses of the available resources will be according to the funding priorities set forth in the ConPlan. The specific Activities will be set up in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or \$493,056 and (2) Public Services up to 15%, or \$369,792. The 2022 balance will be distributed as Public Improvements & Other Programs as detailed by the City during the AAP process.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	855,503	100,000	3,179,639	955,503 4,135,142	1,436,168	Grant from HUD to address affordable housing needs. In plan year 2022, HOME Allocation is \$855,503 and expected program income is \$100,000; total of \$955,503. Uses of funds are; (1) Administration - no more than 10% or \$95,550 and (2) CHDO Set Asides - at 15% or \$128,325. In addition, \$731,628 is available for housing development. In addition to the CHDO set-aside.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	211,474	0	0	211,474	409,697	Grant from HUD to address needs and services for homeless persons or persons at risk of becoming homeless. Plan year 2022 Available resources for HESG is \$211,474. The limited availability of HESG resources is spread across the uses identified in this table. 1) HESG Administration and Planning costs are no more than 7.5% or \$15,861 and (2) Emergency Shelter and Street Outreach cost is no more than 60%, or \$126,883. The 2022 balance will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities as detailed by the City during the AAP process.
Other	public - federal	Other	0	0	0	0	0	Allocated in PY 2020, \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds are leveraged by city and subrecipients providers with government agency, in-kind, private foundations and contributions monies who provide services to low/moderate income persons. Affordable housing developments utilizing HOME funds typically use HOME monies to leverage millions of dollars in state, federal, and private financing. HESG funds are leveraged by non-profit agencies providers with government agency, in-kind, private foundations, Ventura County Continuum of Care monies who provide critical services such as assisted housing, services and shelter to vulnerable populations who are at-risk of becoming homelessness or homeless persons and families. HOME funds are matched at a greater than 25% level by recipients of HOME funds, city, and other participants. HOME has an excess match of \$11,509,957 as indicated in the HOME Match Report. HESG funds are matched dollar for dollar by subrecipients' providers. The city matched for Administration portion only.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city property leased for homeless shelter at 1450 S. Rose Ave, Oxnard, CA
Temporary Emergency Shelter at 351 South K Street, Oxnard, CA
Oxnard Housing Authority Public Housing Sites

Discussion

The resources for 2022 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city.

Allocated in PY 2020, CARES Act funding is included in "Other" section in table above, \$3,088,367 in CDBG-CV funds to be used to prevent, prepare for and respond to the coronavirus and \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate the impacts of COVID-19. CDBG-CV and ESG-CV allocation in 2020-21.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Supply of Affordable Housing	2020	2024	Affordable Housing		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing	CDBG: \$518,362 HOME: \$859,953 \$4,039,592	Rental units constructed: 5 16 Household Housing Unit Homeowner Housing Rehabilitated: 7 0 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted
2	Enhance Economic Stability	2020	2024	Non-Housing Community Development		Increase Job Skills Facade Improvements Local Entrepreneurship	CDBG: \$184,726 \$544,726	Businesses assisted: 4 6 Businesses Assisted Jobs Retained /Created: 5
3	Increase Social Services	2020	2024	Non-Homeless Special Needs		Assistance for Senior Residents Social Services Youth Activities and Services	CDBG: \$369,792 \$358,012	Public service activities other than Low/Moderate Income Housing Benefit: 1500 1400 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Work to End Homelessness	2020	2024	Homeless		Homelessness	ESG: \$195,613	Tenant-based rental assistance / Rapid Rehousing: 8 Households Assisted Homeless Person Overnight Shelter: 145 Persons Assisted Other: 80 Other
5	Create Quality Neighborhoods	2020	2024	Non-Housing Community Development		Parks and Community Space	CDBG: \$899,344	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Effective Administration	2020	2024	Planning and Administration		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$493,056 HOME: \$95,550 ESG: \$15,861	Other: 0 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Supply of Affordable Housing
	Goal Description	Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County.
2	Goal Name	Enhance Economic Stability
	Goal Description	Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship.
3	Goal Name	Increase Social Services
	Goal Description	Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents.
4	Goal Name	Work to End Homelessness
	Goal Description	Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness.
5	Goal Name	Create Quality Neighborhoods
	Goal Description	Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards.
6	Goal Name	Effective Administration
	Goal Description	Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.

DRAFT

Projects

AP-35 Projects – 91.220(d)

Introduction

FIRST ACTION PLAN AMENDMENT UPDATE – Through the mid-year reallocation four projects are being proposed for CBDG and two projects are being proposed for HOME. The proposed CBDG projects are: 1450 South Rose Ave - additional funding to complete the rehabilitation project; Cypress Place Acquisition for site and surrounding improvements; Economic Development- Commercial Rehabilitation for small business site improvements; Transitional Age Youth- Housing/Acquisition/Development for special population housing for youth timing out of foster care. Two projects previously awarded are being defunded due to projects cancelled are Residential Rehabilitation Loan Program and Caregivers senior program. The proposed HOME projects are Etting Road – new construction project and and Cypress Place new construction project.

These are 2022 Plan year Projects designed to accomplish the goals and objectives of the 2022 AAP. The 2022 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Housing Support and Stability, Economic Opportunity, Rehabilitation and Preservation, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homelessness, Parks and Community Space, and Administration and Planning.

Projects

#	Project Name
1	NEW RENTAL HOUSING
2	HOMEOWNERSHIP OPPORTUNITIES
3	ECONOMIC OPPORTUNITES
4	REHABILITATION AND PRESERVATION
5	ASSISTANCE FOR SENIOR RESIDENTS
6	OTHER PUBLIC SERVICES
7	YOUTH ACTIVITIES AND SERVICES
8	HOMELESS ASSISTANCE
9	PARKS AND COMMUNITY SPACE
10	ADMINISTRATION

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the annual needs identified in coordination with other city departments. Public service allocations are determined by the participation from other providers to meet the goals of the ConPlan. HOME funds are balanced between development projects and single

family housing needs. HESG allocation are targeted exclusively for the needs of the homeless population.

DRAFT

AP-38 Project Summary
Project Summary Information

Table on Next page.

DRAFT

1	Project Name	NEW RENTAL HOUSING
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing
	Funding	UPDATE HOME: \$859,953 \$3,560,000 & Unallocated Amount of \$479,592 = 4,039,592
	Description	UPDATE- PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE ETTING ROAD - NEW CONSTRUCTION AND ACTIVITY DELIVERY COST CYPRESS PLACE – NEW CONSTRUCTION AND ACTIVITY DELIVERY COST
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	UPDATE- 5 LOW INCOME HOUSEHOLDS ETTING ROAD – 11 HOUSING UNITS CYPRESS PLACE – 15 HOUSING UNITS
	Location Description	CITY OF OXNARD, CALIFORNIA
2	Planned Activities	UPDATE: FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF ETTING ROAD AT LEAST 11 HOUSING UNITS AND 15 HOUSING UNITS OF CYPRESS PLACE FOR LOW INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S.
	Project Name	HOMEOWNERSHIP OPPORTUNITIES
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Homeownership Opportunities
	Funding	CDBG: \$235,619
	Description	DOWN PAYMENT ASSISTANCE
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	10 HOUSEHOLD HOUSING UNIT
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	VENTURA COUNTY COMMUNITY DEVELOPMENT CORPORATION WILL PROVIDE FINANCIAL DOWN PAYMENT ASSISTANCE FOR LOW- AND MODERATE-INCOME HOUSING HOUSEHOLDS IN OXNARD.
3	Project Name	ECONOMIC OPPORTUNITES
	Target Area	
	Goals Supported	Enhance Economic Stability
	Needs Addressed	Local Entrepreneurship Rehabilitation
	Funding	UPDATE: CDBG: \$184,726 \$544,726
	Description	BUSINESS ASSISTANCE AND REHABILITATION
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	5 JOBS REATERINED/CREATED (CORRECTION) BUSINESS ASSISTED UPDATE- 6 BUSINESS ASSISTED
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD AND LOW- AND MODERATE INCOME AREAS
	Planned Activities	ECONOMIC DEVELOPMENT COLLABORATIVE WILL PROVIDE BUSINESS ASSISTANCE FOR BUSINESS IN LOW- AND MODERATE-INCOME AREAS UPDATE- COMMERCIAL REHABILITATION OF DOWNTOWN AND SOUTH OXNARD SMALL BUSINESSES IN LOW- AND MODEARTE-INCOME AREA OXNARD
4	Project Name	UPDATE: CANCELLED REHABILITATION AND PRESERVATION
	Target Area	

	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Rehabilitation & Preservation of Existing Housing
	Funding	UPDATE: ACTIVITY CANCELLED CDBG: \$282,743 \$0
	Description	REHABILITATION OF HOUSING UNITS
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	UPDATE: 0 7 HOUSEHOLDS HOUSING UNITS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	CITY OF OXNARD AFFORDABLE HOUSING AND REHABILITATION DIVISION WILL PROVIDE LOANS FOR REHABILITATION OF HOMEOWNER UNITS FOR LOW-MODERATE INCOME HOUSEHOLDS
5	Project Name	ASSISTANCE FOR SENIOR RESIDENTS
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Assistance for Senior Residents
	Funding	UPDATE: CDBG: \$68,329 \$56,549
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2022 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	UPDATE: 100 85 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD

	Planned Activities	UPDATE: ACTIVITY CANCELLED 1) ASSISTING WITH DAILY NEEDS FOR SENIORS BY CAREGIVERS VOLUNTEERS ASSISTING THE ELDERLY AND CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER
6	Project Name	OTHER PUBLIC SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$42,412
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2022 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR HOMELESS SERVICES AND HEALTH CARE SERVICES.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	55 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES AND 445 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES.
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, 2) HOMELESS SERVICES BY SHELTER CARE RESOURCES AND 3) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION
7	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Youth Activities and Services
	Funding	CDBG: \$259,051
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2022 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	900 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW-MODERATE NEIGHBORHOODS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	CITY OF OXNARD RECREATION AT 1) COLONIA MEMORIAL PARK GYM, 2) SOUTHWINDS YOUTH CENTER AND 3) POLICE ACTIVITIES LEAGUE AND 4) CREATIVE YOUTH DEVELOPMENT BY OXNARD PERFORMING ARTS CENTER CORPORATION
8	Project Name	HOMELESS ASSISTANCE
	Target Area	
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$211,474
	Description	HEARTH Emergency Solutions Grant funds to provide financial assistance to various service providers for Emergency Shelter and Street Outreach subject to 60% Cap; Homeless Prevention, Rapid Re-Housing, and HMIS activities to serve homeless individuals and families, and those at-risk of becoming homeless. Street Outreach and Emergency Shelter activities will be limited to 60% of HESG allocation estimated, or \$26,883. Administration and planning cost subject to caps (7.5% of allocation), estimated \$15,861. All HESG subrecipients are required by the City of Oxnard to provide matching funds of a dollar for every dollar HESG grant dollars received.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 135 INDIVIDUALS; TURNING POINT FOUNDATION WILL PROVIDE EMERGENCY SHELTER TO 10 INDIVIDUALS; MERCY HOUSE WILL PROVIDE RAPID REHOUSING TO 8 HOUSEHOLDS; THE SALVATION ARMY WILL PROVIDE STREET OUTREACH TO 80 INDIVIDUALS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD

	Planned Activities	1) THE KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER AND , 2)TURNING POINT FOUNDATION WILL PROVIDE EMERGENCY SHELTER, 3) MERCY HOUSE WILL PROVIDE RAPID REHOUSING, 4) STREET OUTREACH WILL BE PROVIDED BY THE SALVATION ARMY AND 5) CITY OF OXNARD WILL PROVIDE ADMINISTRTAION AND PLANNING
9	Project Name	PARKS AND COMMUNITY SPACE
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Parks and Community Space
	Funding	CDBG: \$899,344
	Description	PUBLIC IMPROVEMENTS OF PUBLIC PARKS AND COMMUNITY SPACE WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO PUBLIC IMPROVEMENTS IN LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 15,000 PERSONS
	Location Description	LOW AND MODERATE INCOME AREAS
	Planned Activities	CITY OF OXNARD, PUBLIC WORKS DEPARTMENT - COURT RECONSTRUCTION AND RESURFACING AT OXNARD PARKS: 1) SOUTHWINDS PARK, 2) COMMUNITY CENTER EAST PARK, 3) BECK PARK, 4) LEMONWOOD PARK, 5) WILSON PARK, 6) ORCHARD PARK, 7) COLONIA PARK, AND 8) SEA AIR PARK
10	Project Name	ADMINISTRATION
	Target Area	NA
	Goals Supported	Effective Administration

	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$493,056 HOME: \$95,550
	Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 202,000 PERSONS WILL BENEFIT FROM THIS ACTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS.
	Location Description	CITYWIDE
	Planned Activities	COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES
11	Project Name	AQUISITION & DEVELOPMENT
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing

	Funding	CDBG: \$2,472,000
	Description	CYPRESS PLACE ACQUISITION – SITE AND SURROUNDING IMPROVEMENTS AND ACTIVITY DELIVERY COSTS TRANSITIONAL AGE YOUTH- HOUSING/ACQUISITION/DEVELOPMENT- SPECIAL POPULATION HOUSING FOR YOUTH TIMING OUT OF FOSTER CARE AND ACTIVITY DELIVERY COST
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	1) 90 HOUSEHOLDS 2) 20 HOUSING UNITS
	Location Description	CITYWIDE
	Planned Activities	1) CYPRESS PLACE ACQUISITION AND 2) TRANSITIONAL AGE YOUTH- HOUSING/ACQUISITION/DEVELOPMENT FOR LOW- AND MODERATE- INCOME
12	Project Name	INFRASTRUCTURE AND PUBLIC FACILITIES
	Target Area	NA
	Goals Supported	Infrastructure & Public Facilities
	Needs Addressed	Utilities and Public Infrastructure
	Funding	CDBG: \$ 618,000
	Description	ADDITIONAL FUNDS FOR REHABILITATION OF HOMELESS SHELTER
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	24 LOW- INCOME PERSONS
	Location Description	HOMELESS SHELTER REHABILITATION AT 1450 SOUTH ROSE AVE

	Planned Activities	ADDITIONAL FUNDS TO COMPLETE PROJECT
--	--------------------	--------------------------------------

DRAFT

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for public improvements are based on LMI persons within LMA Neighborhoods. Economic development is allocated based on the percentage of LMI persons jobs created on a citywide basis. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide. HOME funds are distributed based on the income eligibility of the clients and citywide basis. The Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. Homeownership Assistance Programs
2. Rehabilitation of Single-Family and Mobile home Housing Units
3. Construction of new affordable dwelling units

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total	15

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	0 7
Acquisition of Existing Units	10
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

City of Oxnard's Affordable Housing Division (AHRD) offers CDBG grants funds for rehabilitation of owner-occupied single family housing and mobile homes for local residents. Ventura County Development Corporation (VCCDC) will utilize CDBG grant funds for Oxnard residents to provide a down-payment assistance program. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) and affordable housing developers to develop affordable housing units throughout the City subject to available funding and as permitted by the funding

source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website.

DRAFT

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,890 Section 8 rental assistance vouchers, which includes 77 VASH vouchers, 40 Mainstream vouchers, 10 Family Unification vouchers, 46 Emergency Housing vouchers, and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marking flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Each year, in its Annual Plan and Statement, the Capital Fund Program re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2022/23, the following capital improvement projects for public housing units are planned:

- OHA Wide Improvements related to Pre-HUD REAC Inspections \$190,000
- OHA Wide Electrical improvements \$450,000
- Cal 31-3 Colonia Village Landscaping improvements \$100,000

Total Planned projects for 2023 \$ 740,000

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of flyers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that

advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

DRAFT

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are typically required to conduct a Point In Time Count (PIT) of homeless persons each year. Due to the COVID-19 pandemic and a surge during the month of January, Ventura County requested and was granted an extension to complete the count in February. The PIT count was completed on February 23 2022, the City of Oxnard participated as a city lead in participation with the Police Department's Homeless Liaison Unit.

The "Ventura County 2022 Homeless Count and Subpopulation Survey: Final Report", published in April 2022. The report is at the following website: <https://s33020.pcdn.co/wp-content/uploads/2021/03/VC-2022-Homeless-Count-Report-FINAL.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2022 PIT counted 463 unsheltered homeless persons and 330 sheltered homeless persons; a total of 793 homeless persons in Oxnard.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Oxnard continued the operation of a year round homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. The City responded to the COVID-19 pandemic by expanding shelter space to a second location across the street from the main site on K street. Following a COVID-19 outbreak, the shelter reduced capacity to 80 following guidance from Public Health. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new and replacement navigation center and 110-bed homeless shelter plus other support services and fifty-six units of permanent supportive housing. We expect that this new project will be in operation within 1.5 to 2 years and will continue operating the shelter at the K street location until that time.

The City continued working with the Salvation Army to provide street outreach services that includes practical assistance, housing navigation, employment assistance, health navigation and crisis intervention with the ultimate goal of transitioning chronically-homeless individuals towards stable housing. The Street Outreach Team coordinates with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

This year, we partnered with Ventura County Health Care Agency to enact an encampment response

program. The program consists of a street outreach team along with non-congregate emergency shelter by using motel rooms. This project involves proactive engagement with people living in encampments throughout the city, and relocation assistance to emergency shelter where clients are connected with a case manager to work towards a housing plan.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority has the use of Homeless Set Aside vouchers in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. Specific vouchers that the Oxnard Housing Authority uses to address homelessness are Homeless Set Aside Vouchers, Mainstream housing vouchers that are prioritized for non-elderly adults with disabilities who are currently homeless or leaving an institution, and Emergency Housing Vouchers through the American Rescue Plan Act.

The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of

homelessness as they have also done in the recent past.

OHA works in conjunction with the Veteran Administration to administer 77 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

1. Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end

homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.
2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.

All of the above objectives are still in progress and will be folded into a regional plan and strategy lead by the County of Ventura.

DRAFT

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and, Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2022 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Actions planned to foster and maintain affordable housing

Actions planned to reduce lead-based paint hazards

Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs, Colonia Gymnasium and Southwinds Youth Center programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special

meetings and task force.

Discussion:

The City anticipates new inclusionary affordable housing to be developed within several proposed specific plans and other new projects, including the Central Terrace Apartments, which will include 9 City inclusionary units as well as 77 other 100% affordable units. The 2nd and B project (Homeless Solutions Center) will provide 6 City inclusionary units as well as 49 other 100% affordable units. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City will utilize a consulting agreement to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act: the City reviews and perform the contract administration of all CDBG-funded construction projects; 4) Section 3 Compliance: this function is also performed by the City; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

Continued Actions planned to foster and maintain affordable housing:

The affordable housing additive zones, adopted on October 19, 2021 via Ordinance 2999, are zoning designations that provide opportunities for the development of affordable residential housing to help the City reach its regional housing needs allocation (RHNA).

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing

Annual Action Plan	65
2022	

from the City's in-lieu fees, CDBG, and Permanent Local Housing Allocation (PLHA) funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Refer to Questions # 3 for Resale Provisions & procedures.

Recapture:

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Refer to Question #2 for Recapture provisions and procedures.

Resale

Provisions

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook is in the process of updating and will be provided to all HESG subrecipients when finalized.

2. If the Continuum of Care has established centralized or coordinated assessment system that

Annual Action Plan
2022

66

meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Ventura to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications
- d. The funding recommendations are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
- e. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- f. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
- g. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
- h. Contracts are completed and services can begin on July 1.
- i. All HESG contracts are awarded for two years

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- **Emergency Shelters:** Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- **Transitional Housing:** must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- **Rapid Re-housing:** must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- **Eviction Prevention:** must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- **All clients,** with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- **MINIMUM STANDARDS:** Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- **BUILDING AND HABITABILITY STANDARDS:** Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- **MONITORING:** City staff will monitor the use of grant funds through a combination of a thorough review of submitted reports, review of audit or financial statements, and monitoring and site visits. The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage

funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$15,861 and 60% for street outreach and emergency shelter \$126,883; total \$142,744 for those cost categories. The remaining balance, a total of \$68,730 or 32.5% towards rapid re-housing support.

DRAFT

DRAFT

CITY OF OXNARD HOUSING - GRANTS DIVISION
2022-2023 MID-YEAR REALLOCATION BUDGET

PROGRAM	NEW ACTIVITY		ADDITIONAL/ REVISED FUNDS	REASON FOR REALLOCATION
CDBG			(\$ 294,523)	RESIDENTIAL REHABILITATION HAS BEEN POSTPONED AND CAREGIVERS PROGRAM HAS BEEN CANCELED
	GABRIEL'S HOUSE 1450 S. ROSE AVE REHABILITATION		\$ 950,000	CONSTRUCTION COSTS HAVE INCREASED – FUNDS TO COMPLETE REHABILITATION PROJECT
	GABRIEL'S HOUSE 1450 S. ROSE AVE REHABILITATION ACTIVITY-CONSULTING SVCS		\$ 18,000	ADDITIONAL FUNDS FOR PREVAILING WAGE AND LABOR SERVICES
	CYPRESS PLACE – SITE AND OFF-SITE IMPROVEMENTS		\$1,500,000	SITE PREPARATION AND OFF-SITE IMPROVEMENTS
	CYPRESS PLACE ACTIVITIES – ACTIVITY DELIVERY COSTS FOR CONSULTING SERVICES		\$ 27,500	ADDITIONAL FUNDS FOR PREVAILING WAGE AND LABOR SERVICES
	ACTIVITY-DELIVERY COSTS		\$ 54,500	STAFF, CONSULTANT, AND OTHER PROJECT-RELATED EXPENSES FOR CDBG-SPECIFIC PROJECTS. \$25,000 FOR HOUSING AUTHORITY PROJECT MANAGEMENT.
	NEW PROJECTS TOTAL:		\$2,550,000	
	PRIOR YEARS' UNALLOCATED FUNDS:	\$3,554,923		
	REALLOCATED FUNDS TO NEW PROJECTS:	\$ 294,523		
	NEW PROJECTS TOTAL:	(\$2,550,000)		
	NEW CDBG UNCOMMITTED BALANCE	\$ 1,299,446		

CITY OF OXNARD HOUSING - GRANTS DIVISION
2022-2023 MID-YEAR REALLOCATION BUDGET

PROGRAM	PRIOR/CURRENT ACTIVITY	FY20-21 EXPENDITURES	NEW ACTIVITY	FUNDS NEEDED	NEW NTE TOTALS	REASON FOR REALLOCATION
CDBG-CV	GRANTS ADMINISTRATION	\$175,977.68		\$36,829.32	\$212,807	CONTINUE ADMINISTERING PROGRAM
	ENCAMPMENT RESPONSE	\$147,256.70		\$352,743.30	\$500,000	CONTINUE SERVICES
	OHA – RENTAL ASSISTANCE	\$141,410.36		\$58,589.64	\$200,000	PROJECT CLOSED
	EDC – BUSINESS ASSISTANCE PROGRAM	\$81,026.88		\$218,973.12	\$300,000	CONTINUE SERVICES
			OHA PREVENTION SVCS	\$300,000	\$300,000	NEW SERVICES FOR HOUSING STABILIZATION THROUGH COVID
			PAL REHABILITATION	\$450,000	\$450,000	REHABILITATION OF PAL – CONVERT PAL BACK FROM TEMPORARY SHELTER TO YOUTH CENTER
	FIRE PARAMEDICINE/PPE	\$229,103.85		\$0	\$0	PROJECT CLOSED
	FOOD SHARE	\$136,930.00		\$0	\$0	PROJECT CLOSED
	COMMUNITY SVCS – SANITATION PROGRAM	\$27,589.63		\$0	\$0	PROJECT CLOSED
	COMMUNITY SVCS – HMLSS SHELTER PAL	\$0		\$0	\$0	PROJECT CLOSED
	REC – HOMEWORK SITES	\$54,656.45		\$0	\$0	PROJECT CLOSED
	HOMELESS OUTREACH	\$0		\$0	\$0	PROJECT CLOSED
	VOCATIONAL JOB DEV	\$0		\$0	\$0	PROJECT CLOSED
	BUSINESS IMPROVEMENT-S.OXNARD	\$0		\$0	\$0	PROJECT CLOSED
	CAVC HMLSS SERVICES	\$0		\$0	\$0	PROJECT CLOSED
Totals:		\$1,050,559.97		\$1,417,135.38	\$1,962,807	
CDBG-CV Available Funds:		\$2,037,807.03				
		\$3,088,367.00			\$75,000.03	NEW CDBG-CV UNCOMMITTED BALANCE

CITY OF OXNARD HOUSING - GRANTS DIVISION
2022-2023 MID-YEAR REALLOCATION BUDGET

PROGRAM	NEW ACTIVITY	ADDITIONAL/ REVISED FUNDS	NEW TOTAL	REASON FOR REALLOCATION
HOME	CONSULTING SERVICES – ETTING RD	\$ 71,000	\$ 71,000	ADDITIONAL FUNDS FOR PREVAILING WAGE AND LABOR SERVICES
	ETTING ROAD – NEW CONSTRUCTION (DELORES HUERTA GARDENS APTS)	\$1,854,000	\$1,854,000	FUNDING FOR ETTING ROAD AFFORDABLE HOUSING DEVELOPMENT.
	CYPRESS PLACE – NEW CONSTRUCTION	\$1,600,000	\$1,600,000	FUNDING FOR CYPRESS PLACE AFFORDABLE HOUSING DEVELOPMENT.
	CONSULTING SERVICES – CYPRESS PLACE	\$ 41,400	\$ 41,400	ADDITIONAL FUNDS FOR PREVAILING WAGE AND LABOR SERVICES
	ACTIVITY-DELIVERY COSTS	\$ 35,000	\$ 35,000	STAFF AND OTHER PROJECT-RELATED EXPENSES
TOTAL:		\$3,601,400	\$3,601,400	
HOME AVAILABLE FUNDS (CARRYOVER+PI):		\$4,135,142		
TOTAL COMMITTED FUNDS:		\$3,601,400		
BALANCE AFTER FUNDING COMMITMENTS:		\$ 533,742		

SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2020-21 AND 2022-23 ANNUAL ACTION PLANS

Emilio Ramirez, Director
Housing Department

City Council
February 21, 2023

Purpose of Mid-Year Reallocations

1. Slow and no-spending occurrences for awarded projects
2. New projects have been identified that can utilize CDBG, CDBG-CV, and HOME funding
3. CDBG-CV has six years to expend all funds; 80% of the funds must be expended by year 3 - March 2, 2024
4. Higher performing projects that can use funds have been identified and are located in Attachment 3 for review and consideration
5. Substantial Amendments (Major Changes to the Annual Action Plans) to be submitted to HUD for approval for updated projects within the current fiscal year

Community Development Block Grant

CDBG

COMMUNITY DEVELOPMENT BLOCK GRANT



Community Development Block Grant Deobligation

2022-23 Activity	Award Amount	Reason for Defunding
Residential Rehabilitation	\$282,743	Residential Rehabilitation program postponed
Caregivers Volunteer Assisting the Elderly	\$11,780	Caregivers program cancelled
2022-23 CDBG Uncommitted Funds	\$294,523	

Community Development Block Grant Reallocation

Prior Activity	Award Amount	New Activity	Proposed Amount	Reason for Reallocation
Gabriel's House Rehab	\$352,000	Increased Rehab Cost	\$950,000	Construction
None	None	Gabriel's House Rehab	\$18,000	Monitoring
None	None	Cypress Place Affordable	\$1,500,000	Demolition/ Infrastructure
None	None	Cypress Place Affordable	\$27,500	Monitoring
None	None	Activity Delivery Costs	\$54,500	Staff and Consultants
Proposed Reallocation CDBG Total			\$2,550,000	

Community Development Block Grant Reallocation

CDBG Reallocation Funding

Prior Year Funds Available	\$3,554,923
Reallocated Funds	\$294,523
Available Balance	\$3,849,446
Proposed New Commitments in this Amended Plan	\$2,550,000
Remaining Uncommitted Balance	\$1,299,446

CARES ACT Community Development Block Grant



Community Development Block Grant-CV Reallocation

Prior Activity	Proposed Funding	Reason For Reallocation
Business Assistance Program	\$300,000	Additional funds
Post-PAL Shelter Rehab	\$450,000	Rehab to the PAL after homeless shelter use
Homeless Encampment Response	\$500,000	Additional funds
Housing Authority Homeless Prevention	\$300,000	Provide services to clients to retain housing

Community Development Block Grant-CV Reallocation

Prior Activity	Proposed Funding	Reason For Reallocation
OHA Rental Assistance Program	\$200,000	Reduce to \$200,000 to close out program
Administration	\$212,807	Additional \$36,829 for administration
Funds Expended to Date	\$1,050,559	
Additional Funds Needed	\$1,417,135	
Total CDBG-CV Reallocation	\$1,962,807	

Community Development Block Grant-CV Reallocation

CDBG-CV Funding

CDBG-CV Available Funds	\$2,037,807
New Project Totals	<u>(\$1,962,807)</u>
CDBG-CV Uncommitted Balance	\$75,000

HOME Investment Partnerships



**Home Investment Partnerships
Program**

HOME Investment Partnerships Mid Year Budget

Identified Activity	Proposed Amount	New Commitments
Dolores Huerta Development	\$1,854,000	42 Affordable Housing Units
Dolores Huerta Activity Delivery	\$71,000	Compliance Monitoring Consulting Services
Cypress Place Development	\$1,600,000	90 Affordable Housing Units
Cypress Place Activity Delivery	\$41,400	Compliance Monitoring Consulting Services
Activity Delivery Costs	\$35,000	Staff & HOME-Project Related Expenses
Proposed HOME Total	\$3,601,400	

HOME Investment Partnerships

HOME Funding

HOME Available Funds	\$4,135,142
Proposed Activities Total	<u>(\$3,601,400)</u>
HOME Balance	\$533,742

Recommendations

It is recommend that the City Council:

1. Conduct a public hearing and receive public comments related to the Substantial Amendment of the Fiscal Year 2020-2021 and 2022-2023 Annual Action Plans;
2. Approve a Substantial Amendment to the Fiscal Year 2020-2021 and 2022-2023 Annual Action Plans, reallocating Community Development Block Grant, Community Development Block Grant – Coronavirus and HOME Investment Partnership funding;
3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the Amendments to HUD;
4. Authorize the City Manager and his designees, to execute the appropriate agreements with subgrantees, and to adjust any of the activities funding, not to exceed ten percent, if the programs require more or less funding to meet their objectives;

Recommendations

4. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from public input to each of the aforementioned plans, as directed by the City Council, including amending any budget appropriations approved by the City Council; and
5. Authorize the Finance Department to make the necessary revenue and expenditure changes to the fiscal year reflecting the amended budgets for reallocations described in the 2022-2023 and 2020-2021 mid-year budgets.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: February 21, 2023

TO: City Council

FROM: Denise Olson, Interim Chief Financial Officer, (805) 200-5400, denise.olson@oxnard.org

SUBJECT: FY 21-22 Annual Comprehensive Financial Report and Summary Presentation. (40 minutes)

RECOMMENDATION

That the City Council receive the FY 2021-22 Comprehensive Annual Financial Report (CAFR) and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.

(This item is scheduled to be presented to the Finance and Governance Committee on February 14, 2023.)

(Presentation will be live upon consultant's request.)

BACKGROUND

Eadie + Payne, LLP will present its audit opinion of the City of Oxnard's financial statements, which consist of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of June 30, 2022, and the respective changes in financial position.

Under generally accepted accounting principles in the United States, the financial statements are the responsibility of management, not of the legislative body that oversees management. Therefore, City Council is requested simply to receive the audit presentation from Eadie + Payne, not to approve or endorse or otherwise vote on the financial statements.

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

At the time of agenda publication, this item is scheduled to be presented to the Finance and Governance Committee on February 14, 2023. Staff will provide an update on the Committee outcome during the February 21 City Council meeting.

Prepared by: Eadie + Payne

ATTACHMENTS

1. FY2021-2022 Oxnard ACFR
2. Audit Report Presentation

ANNUAL COMPREHENSIVE **FINANCIAL REPORT**

2022

CITY OF
OXNARD
CALIFORNIA

FISCAL YEAR ENDED JUNE 30, 2022

CITY OF OXNARD, CALIFORNIA

CONTENTS

JUNE 30, 2022

	PAGE
INTRODUCTORY SECTION	
Letter of Transmittal	i
Certificate of Achievement for Excellence in Financial Reporting	v
Elected Officials	vii
City of Oxnard Organizational Chart	viii
FINANCIAL SECTION	
Independent Auditor's Report	1
Management's Discussion and Analysis	5
Basic Financial Statements	
<i>Government-Wide Financial Statements:</i>	
Statement of Net Position	25
Statement of Activities	26
<i>Fund Financial Statements</i>	
Governmental Funds	
Balance Sheet	28
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	31
Statement of Revenues, Expenditures, and Changes in Fund Balances	32
Reconciliation of the Change in Fund Balances of the Governmental Funds to the Statement of Activities	35
Proprietary Funds	
Statement of Net Position	36
Statement of Revenues, Expenses, and Changes in Net Position	40
Statement of Cash Flows	42
Fiduciary Funds	
Statement of Fiduciary Net Position	46
Statement of Changes in Fiduciary Net Position	47
<i>Notes to the Basic Financial Statements</i>	
I. Summary of Significant Accounting Policies	
A. Reporting Entity	48
B. Financial Statements Presentation	49
C. New Accounting Pronouncements	55
D. Cash and Investments	58
E. Receivables	59
F. Leases	59

Notes to the Basic Financial Statements (Continued)

G. Capital Assets	60
H. Compensated Absences	61
I. Net Pension Liability	61
J. Other Post-Employment Benefits (OPEB)	62
K. Deferred Outflows/Inflows of Resources	62
L. Fund Equity	63
M. Property Taxes	65
N. Utility Revenue	66
O. Use of Estimates	66
P. Budgets and Budgetary Accounting	67
Q. Encumbrances	67
R. Joint Ventures	67
 II. Detailed Notes on All Funds	
A. Cash and Investments	68
B. Receivables and Payables	75
C. Interfund Receivables and Payables	76
D. Interfund Transfers	77
E. Lease Receivable	78
F. Notes Receivable	80
G. Capital Assets	83
H. Long-term Debt	85
I. Compensated Absences	107
J. Fund Balances	108
 III. Defined Benefit Pension Plans and Other Post-Employment Benefits	
1. California Public Employees' Retirement System	
A. Retirement Plan Description	109
B. Benefits Provided	110
C. Contributions	110
D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability	113
E. Discount Rate and Long-Term Expected Rate of Return	114
F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions	116
G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate	121

Notes to the Basic Financial Statements (Continued)

2 . Retirement Enhancement Plan	
A. Plan Description	121
B. Benefits Provided	122
C. Contributions	123
D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability	124
E. Discount Rate	124
F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions	125
G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate .	126
3. Deferred Compensation Plan	127
4. Post-Employment Health Care Benefits	
A. Plan Description	127
B. Benefits Provided	127
C. Employees Covered by Benefit Terms	128
D. Total OPEB Liability	128
E. Changes in Total OPEB Liability	129
F. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB.	130
IV. Risk Management	131
A. General Liability	131
B. Worker's Compensation	132
V. Other Information	
A. Commitments and Contingencies	133
B. Risks and Uncertainties	135
C. Notes to the Financial Statements - Successor Agency	137
D. Notes to the Financial Statements - Retirement Enhancement Defined Benefit Retirement Trust Fund	143

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Changes in Net Pension Liability and Related Ratios -	
CalPERS Miscellaneous Plan - Agent Multiple-Employer Defined Benefit Plan . . .	145
Schedule of Changes in Net Pension Liability and Related Ratios -	
CalPERS Safety Plan (Police) - Agent Multiple-Employer Defined Benefit Plan . . .	146
Schedule of Proportionate Share of the Net Pension Liability and Related Ratios -	
CalPERS Safety Plan (Fire) - Cost Sharing Plan	147
Schedule of Plan Contributions - CalPERS	148
Schedule of Changes in Net Pension Liability and Related Ratios	
Retirement Enhancement Plan - Single-Employer Defined Benefit Plan	149
Schedule of Plan Contributions - Retirement Enhancement Plan	150
Schedule of Changes in the City's Total OPEB Liability and Related Ratios	151
General Fund Group - Budgetary Comparison Schedule	152
Affordable Housing Fund – Budgetary Comparison Schedule	154
Development Fees Special Revenue Fund – Budgetary Comparison Schedule	155
State and Federal Grants Fund – Budgetary Comparison Schedule	156

SUPPLEMENTARY INFORMATION

General Fund Group Funds	157
Combining Balance Sheet	158
Combining Statement of Revenues, Expenditures, and Changes in	
Fund Balances	160
General Fund - 101 - General Fund Budgetary Comparison Schedule	162
General Fund - 104 - Half Cent Sales Tax Budgetary Comparison Schedule	164
Nonmajor Governmental Funds	165
Combining Balance Sheet	166
Combining Statement of Revenues, Expenditures, and Changes in	
Fund Balances	168
Nonmajor - CDBG and HUD - Budgetary Comparison Schedule	170
Nonmajor - Public Safety Retirement - Budgetary Comparison Schedule.	171
Nonmajor - State Gas Tax Funds - Budgetary Comparison Schedule.	172
Nonmajor - Debt Service Fund - Budgetary Comparison Schedule	173
Nonmajor - Capital Outlay Funds - Budgetary Comparison Schedule.	174
Nonmajor - CUPA - Budgetary Comparison Schedule	175
Nonmajor - Traffic Safety - Budgetary Comparison Schedule	176
Nonmajor - Transportation Development Fund - Budgetary Comparison Schedule	177
Nonmajor - Maintenance Assessment Districts - Budgetary Comparison Schedule	178
Internal Service Funds	179
Combining Statement of Net Position	180
Combining Statement of Revenues, Expenses, and Changes in Net Position	182
Combining Statement of Cash Flows	184
Fiduciary Funds	
Combining Statement of Fiduciary Net Position - Custodial Funds	187
Combining Statement of Changes in Fiduciary Net Position - Custodial Funds	188

STATISTICAL SECTION (Unaudited)	189
Schedule I Net Position by Component	190
Schedule II Changes in Net Position	192
Schedule III Fund Balances of Governmental Funds	196
Schedule IV Changes in Fund Balances of Governmental Funds	198
Schedule V Governmental Activities Tax Revenues by Source	200
Schedule VI Assessed Value and Estimated Value of Taxable Property	201
Schedule VII Direct and Overlapping Property Tax Rates	202
Schedule VIII Principal Property Taxpayers	203
Schedule IX Property Tax Levies and Collections	204
Schedule X Ratios of Outstanding Debt by Type	205
Schedule XI Direct and Overlapping Governmental Activities Debt	206
Schedule XII Legal Debt Margin Information	207
Schedule XIII Pledged Revenue Coverage	208
Schedule XIV Demographic and Economic Statistics	210
Schedule XV Principal Employers	211
Schedule XVI Operating Indicators by Function	212
Schedule XVII Capital Assets by Function	214
Schedule XVIII Full-Time Equivalent City Government Employees by Function	216

THIS PAGE LEFT INTENTIONALLY BLANK

INTRODUCTORY SECTION



Alexander Nguyen
City Manager



Office of the City Manager

300 West Third Street Oxnard, CA 93030
(805) 385-7430
Fax (805) 385-7595
www.oxnard.org

January 19, 2023

Honorable Mayor, Members of the City Council and Residents of Oxnard:

I am pleased to present the Annual Comprehensive Financial Report (ACFR) of the City of Oxnard, California for the fiscal year ended June 30, 2022. The format and content of this ACFR comply with the principles and standards of accounting and financial reporting adopted by the Governmental Accounting Standards Board (GASB). The report contains information needed for readers to gain a reasonable understanding of the City's financial affairs.

The accuracy of the City's financial statements and the completeness and fairness of their presentation are the responsibility of City management. The City strives for transparency and accountability to the public by maintaining a system of internal accounting controls designed to provide reasonable assurance that assets are safeguarded against loss or unauthorized use and that the financial records can be relied upon to produce financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). The concept of reasonable assurance recognizes that the cost of maintaining the system of internal accounting controls should not exceed benefits likely to be derived.

Eadie and Payne LLP, Certified Public Accountants, has issued an unmodified or "clean" opinion on the City's financial statements for the fiscal year ended June 30, 2022. The independent auditor's report is located at page 1 in the Financial Section of this report.

GAAP requires management to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A is located on page 5 immediately following the independent auditor's report.

GLOBAL PANDEMIC

As with every other unit of government in the United States, the City's year was again significantly impacted by the aftermath of the COVID-19 health crisis, economic recession, 40-year high inflation, record high energy costs, supply chain disruptions, unusual labor shortages. Financially, the City's major funds continued recovery as City operations continued transition from pandemic response to pandemic recovery and the City received an influx of \$59.4 million one-time federal COVID relief funding. City operations recovery is steady but slow due to the extremely competitive labor market that has made it challenging to fill vacant positions and supply chain disruption that have lengthened the time to receive necessary equipment, goods, and supplies, as well as inflation.

CITY OF OXNARD PROFILE

The City of Oxnard is located on the Gold Coast of sunny California, approximately halfway between the cities of Los Angeles and Santa Barbara. Oxnard is known as the Gateway to the Channel Islands. Named for the Oxnard brothers who began an agricultural community in the early twentieth century by opening a sugar beet factory, today Oxnard is a modern, thriving center of commerce, tourism and industry in Ventura County. Oxnard is the most populous city in Ventura County with a culturally diverse population of 210,000 residents.

While the City maintains steady growth with new development, it also promotes the preservation and economic health of its historic downtown, including the unique Henry T. Oxnard Historic District, with beautifully preserved turn of the century homes. The completion of the Oxnard Boulevard and Rice Avenue interchanges at Highway 101 and Santa Clara River Bridge provides easier access to the City from all points. The City also operates more than fifty park facilities for its residents, as well as recreation facilities such as the River Ridge Golf Course. Oxnard's elected Mayor and City Council has adopted a plan with vision and conviction for an exciting future to further enhance business development and the quality of life.

Oxnard is the only full-service city in Ventura County. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The City consists of an elected Mayor and six council members elected by districts. Through the passage of Measure C by voters in 2022, the City enacted term limits for the City Council and Mayor requiring elected officials to take a two-year break after serving two consecutive four-year terms. The City's other elected officials are the City Clerk and the City Treasurer. The City Council acts as the Community Development Commission's Successor Agency and, supplemented by two tenant commissioners, as the Housing Authority. The City Council is advised by several citizen commissions and committees.

The City Council appoints the City Manager and City Attorney. The City Manager is responsible for assisting the City Council in its policy-making role, providing information and advice, implementing policy and managing City staff and approved services. The City Attorney advises City officials and staff regarding all legal matters pertaining to the City's business.

Names and photographs of the Mayor, City Councilmembers, City Treasurer and City Clerk, plus an organization chart with the names of appointed City officials as of June 30, 2022, are included at the back of the Introductory Section of the ACFR.

Oxnard developed a 2030 General Plan that strikes a unique balance between the beauty of its agricultural heritage while continuing to accommodate dynamic changes. The population has grown significantly in the last fifty years, providing many challenges. Oxnard continually offers many opportunities for its enterprising and forward-thinking business community, while maintaining a family friendly environment. The City will continue to strive to maintain a balance between its residents' needs and being a business-friendly community.

The City provides the following government and business-type services:

Government Activities	Business-Type Activities
Governance, including finance, human resources, risk management, information technology, housing, City Attorney, City Treasurer, City Clerk and City Manager	Water – Planning, source and supply, treatment, distribution, and conservation, and administration and operation of the potable and recycled water program
Police – including records, dispatch, patrol, investigations, traffic enforcement and animal safety	Wastewater – Collection, treatment of wastewater (sewer) and administration and operation of storm water programs for drainage and surface runoff
Fire – including hazardous materials storage regulation and incident response, prevention, suppression, medical rescue, and emergency response	Environmental Resources – collection and disposal of solid waste and operation of recycling collection and marketing programs
Community Development – including land use/planning, building inspection, zoning, code enforcement, and successor agency obligations	Housing Authority – administration of Section 8 rental assistance program, affordable housing, and Community Development Block Grant administration
Public Works – including engineering and capital asset planning, streets and roads, rights of way, park and landscape maintenance, special district administration and service management, facilities and fleet maintenance, and management of utility enterprise operations	Golf Course – operation and maintenance of the City's River Ridge Golf Course
Culture, Leisure, and Libraries – including recreation, after school, youth employment, Performing Arts & Convention Center, and the library system	

LONG-TERM ECONOMIC OUTLOOK

The largest employers in the City of Oxnard include Amazon, Haas Automation, Reiter Affiliated, the Oxnard School District and the Oxnard Union High School District, St. John's Regional Medical Center, and the City of Oxnard. Other major employers in and near the City include the Naval Base Ventura County, which employs over 16,000 people, the County of Ventura, which employs more than 8,000, household names such as Procter and Gamble, and agricultural beacons such as Boskovich Farms, Gill's Onions, and Mission Produce.

Amazon, the global internet retailer, completed construction of a new fulfillment center in January 2022 at the Sakioka Farms Business Park in Oxnard. The Amazon project brought more than 1,500 jobs with benefits to Oxnard.

Four districts provide K-8 education to Oxnard residents; with the Oxnard Union High School District, they educate more than 45,000 students combined. Oxnard is also home to Oxnard College, which is part of the Ventura County Community College District; Oxnard College has an enrollment of approximately 7,000 students. In addition, many Oxnard students continue their post-secondary education at nearby universities such as California State University Channel Islands, University of California - Santa Barbara, California Lutheran University or National University, the latter two of which maintain satellite campuses in Oxnard. The City developed the Oxnard Employee Pipeline in conjunction with the Chamber of Commerce and Oxnard College to provide specialized training to underemployed residents, enabling them to provide our local companies with a pipeline of skilled employees.

The excellent climate we enjoy, coupled with our harbor, beaches, parks, and vibrant cultural events and festivals, make the City of Oxnard a top tourist destination and support many tourist-serving businesses in normal circumstances. In addition, Oxnard's mix of agricultural, manufacturing, and retail sectors provide a strong and diverse economic base on which to build the continued recovery from the COVID-19 recession. Businesses located in Oxnard are further strengthened by the steady increase in residential and commercial development throughout the City.

FISCAL CONDITION

The City's voters have supported restoring service levels by approving a 1.5% supplemental transactions and use tax on November 3, 2020 for the General Fund. The new citywide tax rate became effective on April 1, 2021. The supplemental transactions and use tax, known as Measure E, generated \$56.6 million in additional General Fund revenue in fiscal year 2021-22 compared to \$12.6 million in fiscal year 2020-21, an increase to overall General Fund revenue of 27%. In 2008, the City's voters approved a 20-year 0.5% supplemental transactions and use tax, known as Measure O. The Measure O 0.5% supplemental transactions and use tax, which sunsets in March 2029, generated revenue of \$19.3 million in fiscal year 2021-22 and is projected to generate \$18.2 million in fiscal year 2022-23.

In May 2022, with interest rates remaining relatively low, and in conjunction with the U.S. Environmental Protection Agency (EPA) approval of a \$48 million Water Infrastructure Finance and Innovation Act (WIFIA) loan to help expand the City's recycled water supply to secure a climate-resilient and reliable water service, S&P Global Ratings (formerly Standard & Poor's) affirmed the "A" rating on the City's Water Fund and upgraded its outlook to "positive" from "stable."

In November 2021, the City issued new Water Revenue Refunding Bonds and refunded Series 2014 Water Revenue Refunding Bonds, which resulted in \$1.9 million of cashflow savings.

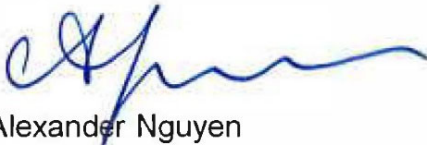
S&P Global Ratings reaffirmed its ratings of "A-" for the General Fund lease revenue bonds and the City's issuer credit rating of "A", while maintaining a "stable" outlook.

In fiscal year 2021-22 the General Fund Group total fund balance increased by \$38.1 million compared to a \$18.5 million decrease in fiscal year 2020-21. The significant change was a result of the increase of sales tax revenues from full-year receipts of Measure E and stronger local economic growth. Additionally, the Infrastructure Use Fees payback (or reimbursement from the General Fund to the Utilities Funds) was fully reserved and its negative impact was reflected as a one-time reduction in fiscal year 2020-21.

Final Comments

I wish to express my appreciation to the City Council, the staff members in the Finance Department and other departments, and Eadie and Payne's audit staff in assuring that the City's Annual Comprehensive Financial Report meets the highest standard of reporting and provides useful information about our City.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Alexander Nguyen', is written over the printed name.

Alexander Nguyen
City Manager



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Oxnard
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morill

Executive Director/CEO

THIS PAGE LEFT INTENTIONALLY BLANK

THIS PAGE LEFT INTENTIONALLY BLANK

Elected Officials as of June 30, 2022



John Zaragoza,
Mayor



Bryan A. MacDonald,
Mayor Pro Tem, District 4



Bert Perello,
Councilmember,
District 1



Gabe Teran,
Councilmember,
District 2



Oscar Madrigal,
Councilmember,
District 3



Gabriela Basua,
Councilwoman,
District 5



Vianey Lopez,
Councilmember,
District 6

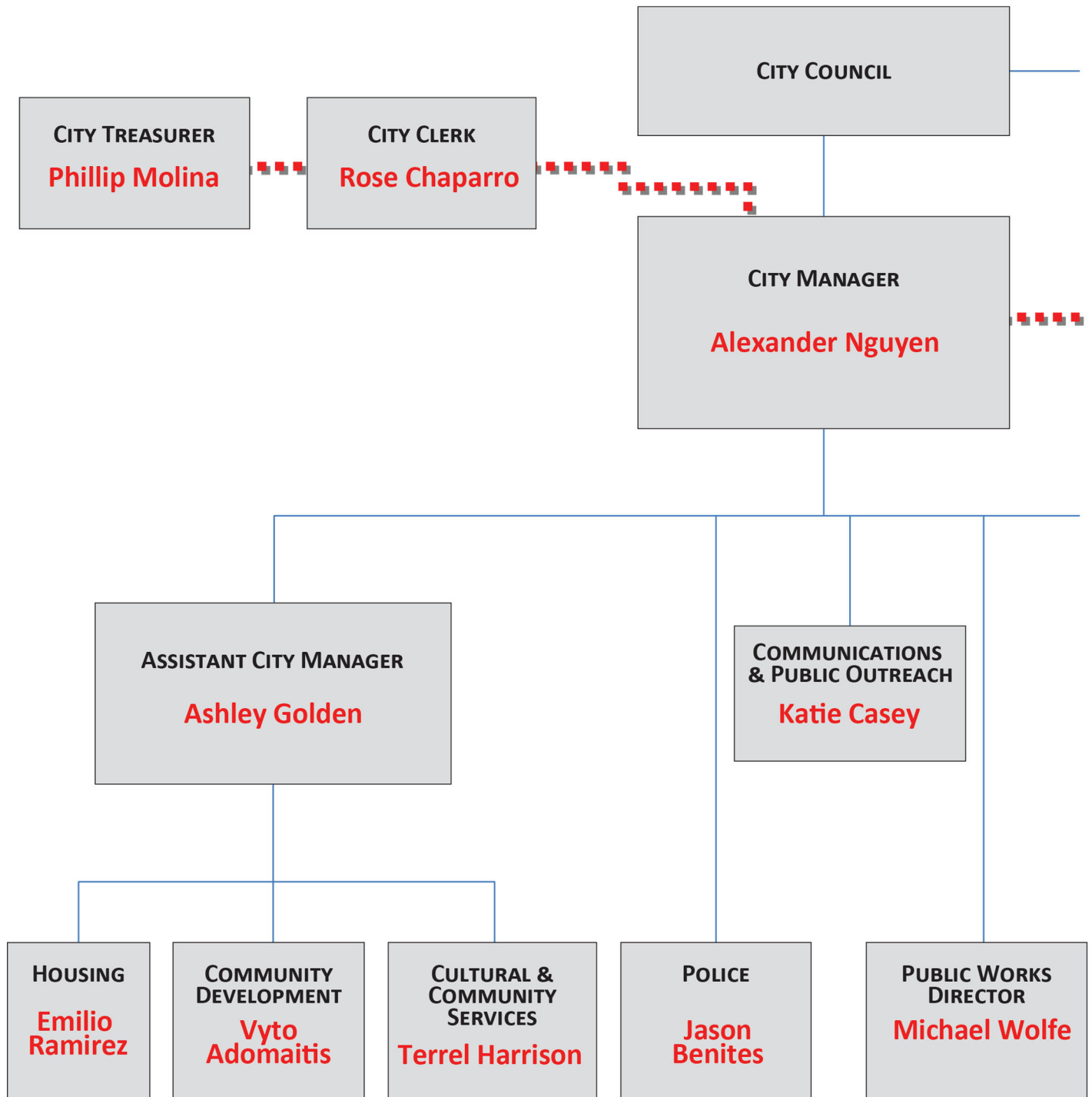


Rose Chaparro,
City Clerk

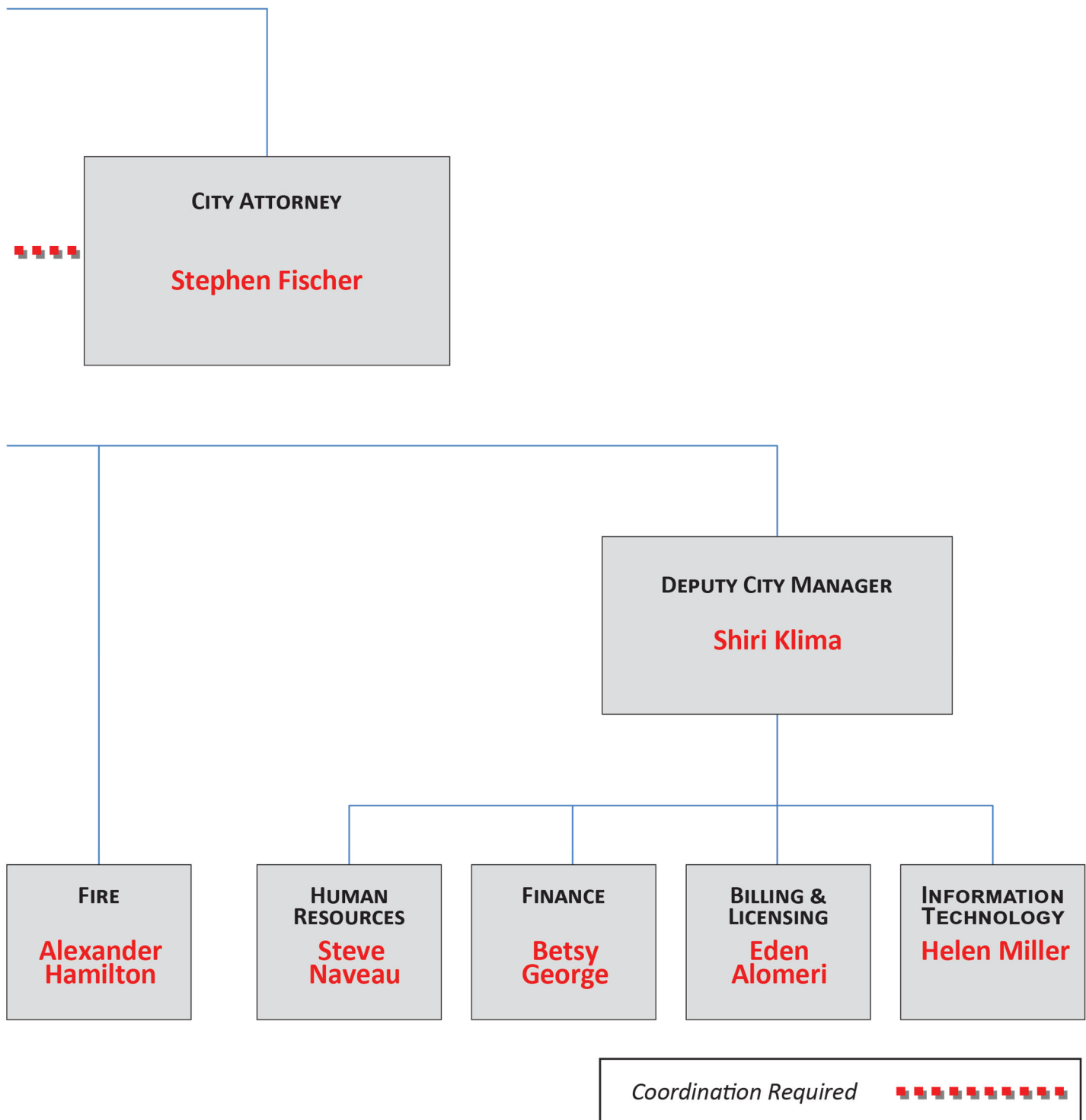


Phillip Molina,
City Treasurer

City of Oxnard Citywide Organizational Chart as of June 30, 2022



City of Oxnard Citywide Organizational Chart as of June 30, 2022



THIS PAGE LEFT INTENTIONALLY BLANK

FINANCIAL SECTION





 3880 Lemon St., Ste. 300
Riverside, CA 92501

 P.O. Box 1529
Riverside, CA 92502-1529

 951-241-7800

 www.eadiepaynellp.com

INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Oxnard
Oxnard, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditor, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of Oxnard Housing Authority, a blended component unit, which represent 1.23% and 6.31%, respectively, of the government-wide assets and revenues. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for Oxnard Housing Authority, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audit contained in *Government Auditing Standards*, issued by the Comptroller general of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of City of Oxnard, California, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information for the General Fund Group, Affordable Housing Fund, Development Fees Fund, and State and Federal Grants Fund, the schedules of changes in net pension liability and related ratios, the schedules of proportionate share of the net pension liability and related ratios, the schedules of plan contributions, and the schedule of changes in total OPEB liability and related ratios on pages 5 through 24 and 145 through 156 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual General Fund Group and nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual General Fund Group and nonmajor fund financial statements are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual General Fund Group and nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report

Management is responsible for the other information included in the Annual Comprehensive Financial Report. The other information comprises the introductory and statistical sections but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we will also issue our report on our consideration of the City of Oxnard, California's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Oxnard, California's internal control over financial reporting and compliance.

Eadie and Payne, LLP

Riverside, California
January 19, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Oxnard (City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our Letter of Transmittal, which can be found on pages i-iv of this report. Comparative data on the government-wide financial statements are only presented in the Management's Discussion and Analysis.

FINANCIAL HIGHLIGHTS

Government-Wide

- On June 30, 2022, City assets and deferred outflows exceeded liabilities and deferred inflows by \$2.3 billion (net position). Of this amount, \$2.2 billion is invested in capital assets and \$153.0 million is restricted, offset by (\$48.0) million that is unrestricted (Page 9).
- City total net position increased \$65.1 million (2.9 percent), during the fiscal year. Governmental activities net position increased \$65.6 million. Business-type activities decreased \$0.5 million (Page 12).

Fund Based

- At the close of fiscal year 2021-22, governmental funds reported combined ending fund balance of \$188.6 million, an increase of \$56.0 million from the prior year. The ending fund balance is primarily identified as: \$3.6 million nonspendable (1.9%), \$108.7 million restricted (57.6%), \$50.3 million committed (26.7%), and \$26.0 million unassigned (13.8%). (Page 17).
- At the close of the fiscal year, fund balance for the General Fund group of funds was \$58.0 million consisting primarily of \$3.6 million nonspendable, \$28.3 million committed, and \$26.1 million unassigned. (Page 17).
- General Fund group revenues for the year were \$220.7 million. Total revenues increased by \$43.1 million or 24.2 percent from the prior year's revenue of \$177.7 million (Page 18), primarily due to one full-year receipts of Measure E sales tax compared to a quarter receipts from prior year, stronger growth of local economy with higher auto demand, rising fuel prices, as well as stronger retail consumption.
- General Fund group expenditures were \$170.8 million. Total expenditures increased by \$18.3 million or 12.0 percent compared to the prior year's expenditures of \$152.5 million (Page 19), primarily due to increased staffing, vehicle and capital leasing, and investment on deferred maintenance of parks, media, and streets and alleyways related capital improvement projects.
- At the close of the fiscal year, the Water Fund's net position was \$141.7 million, a decrease of \$9.7 million over the prior fiscal year (Page 21), primarily due to Infrastructure Use Fees (IUF) rate reduction and declaration of conservation and drought efforts.

- At the close of the fiscal year, the Wastewater Fund's net position was \$191.3 million, an increase of \$7.7 million over the prior fiscal year (Page 21), primarily due to delayed spending on multi-year capital improvement projects that will be carried over to the following fiscal year with offset from reduction in fees and charges impacted from IUF rate reduction.
- At the close of the fiscal year, the Environmental Resources Fund's net position was \$36.1 million, a decrease of \$4.0 million from the prior fiscal year (Page 21), primarily due to lower MRF recycling material materials and reduction of fees and charges impacted from IUF rate reduction.
- At the close of the fiscal year, the Golf Course Fund's net position was \$48.2 million, an increase of \$1.1 million from the prior year (Page 21), primarily due to increase of golf course revenues.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The focus of these statements is to report all financial resources and obligations of the City.

The statement of net position presents information on all of the City's assets and deferred outflows, and liabilities and deferred inflows, with the difference reported as net position. Generally, deferred inflows and outflows represent amounts related to differences in timing of recognition of revenues and expenses compared to the timing of related financial resources. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, all of the fiscal year's revenues and expenses are taken into account regardless of when cash is received or paid (examples include earned but unused vacation leave or taxes collected by other entities not yet remitted to the City).

Government-wide financial statements distinguish City governmental activities, principally supported by taxes and intergovernmental revenues, from business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges. Governmental activities of the City include general government, public safety, transportation, community development, culture, leisure, and library services. Business-type activities of the City include water, wastewater, solid waste management, golf course, and the Oxnard Housing Authority component unit. The government-wide financial statements can be found on pages 25-27 of this report.

Fund financial statements

Fund financial statements are designed to report information about groupings of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. City funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. A reconciliation between governmental funds and governmental activities in the government-wide financial statements is provided for both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances.

The City maintains many individual governmental funds organized by their type (special revenue, debt service, and capital projects funds). The City has four governmental funds classified as major funds requiring separate presentation in the basic financial statements: the General Fund, the Affordable Housing Fund, the Development Fees Fund, and the State and Federal Grants Fund. Data from the remaining governmental funds are combined into a single, aggregated presentation as nonmajor governmental funds. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements shown on pages 166-169.

The City adopts an appropriated budget for its General Fund Group and special revenue funds, among others. Budgetary comparison statements demonstrate compliance with this budget on pages 152-156, 162-164, and 170-178.

The basic governmental funds financial statements can be found on pages 28-35 of this report.

Proprietary funds are generally used to account for services for which the City charges fees to outside customers or internal departments of the City. Proprietary funds provide the same type of information as shown in the government-wide statements, only in more detail. The City maintains the following two types of proprietary funds:

- **Enterprise Funds** are used to report the same functions presented as business-type activities in the government-wide financial statements.

The City uses enterprise funds to account for the operations of water, wastewater, environmental resources, the City's golf course, and the Oxnard Housing Authority component unit.

- The Oxnard Housing Authority is audited separately. Readers should contact the Authority at Housing Administrative Services, 435 South D Street, Oxnard CA 93030, (805) 385-8041 for more information.
- **Internal service funds** are used to report activities that provide internal services for the City. The City uses internal service funds to account for its liability and workers' compensation self-insurance, utility customer billing, information technology services, and facilities and equipment maintenance (primarily fleet services). Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements found on pages 179-185.

The basic proprietary funds financial statements can be found on pages 36-45 of this report.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements, because the resources of those funds are not available to support the City's own programs.

The City is the trustee, or fiduciary, for an employee pension plan and the Community Development Commission (CDC) Successor Agency. The basic fiduciary funds financial statements can be found on pages 46-47 of this report.

Notes to basic financial statements

The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to basic financial statements can be found on pages 48-143 of this report. Notes providing additional detail about the CDC Successor Agency can be found on pages 137-143.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain Required Supplementary Information (RSI) concerning the City's progress in funding its obligation to provide pension and other post-employment benefits (OPEB) to its hourly and full-time employees, the Schedules of Changes in Net Pension and OPEB Liability and Related Ratios, and Schedule of Plan Contributions. Also included in RSI are the budgetary comparison schedules for the major governmental funds. RSI can be found on pages 145-156.

Combining statements for the General Fund Group, non-major governmental funds, internal service funds, and custodial funds are presented immediately following the RSI. Combining financial statements and schedules can be found on pages 157-188 of this report.

Statistical tables regarding fiscal trends, revenue capacity, debt capacity, demographic and economic information, and operating information can be found on pages 189-216 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net Position

As noted earlier, net position may serve as a useful indicator of a government's financial position over time. City assets and deferred outflows of resources exceeded liabilities and deferred inflows by \$2.3 billion at the close of fiscal year 2021-22 as detailed below:

Statement of Net Position June 30, 2022 (in thousands)						
	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Assets:						
Current and Other Assets	\$ 272,582	\$ 200,655	\$ 208,240	\$ 222,289	\$ 480,821	\$ 422,944
Capital Assets (net of depreciation)	1,983,294	1,988,668	548,557	534,445	2,531,851	2,523,113
Properties Held for Resale	570	570	-	-	570	570
Lease receivable	603	-	-	-	603	-
Other Assets	77,325	82,594	33,186	38,915	110,511	121,509
Total Assets	2,334,373	2,272,487	789,983	795,648	3,124,356	3,068,135
Deferred Outflows of Resources:						
Deferred Charges	2,417	2,554	2,187	2,307	4,604	4,861
Deferred Pension Items	45,601	50,641	10,982	10,446	56,583	61,087
Deferred OPEB Items	12,575	9,845	3,332	2,771	15,907	12,617
Total Deferred Outflows of Resources	60,593	63,041	16,500	15,524	77,093	78,564
Liabilities:						
Current and Other Liabilities	98,612	90,552	36,815	31,241	135,426	121,793
Noncurrent Liabilities	334,929	426,731	308,881	331,894	643,810	758,625
Total Liabilities	433,540	517,283	345,696	363,135	779,236	880,418
Deferred Inflows of Resources:						
Deferred Pension Items	90,599	15,303	18,005	5,037	108,604	20,341
Deferred OPEB Items	2,604	1,111	720	414	3,324	1,525
Leases	796	-	-	-	796	-
Deferred Gain on Refunding	609	653	-	-	609	653
Total Deferred Inflows of Resources	94,609	17,068	18,725	5,451	113,334	22,519
Net Position:						
Net Investment in Capital Assets	1,901,675	1,945,377	302,265	259,186	2,203,941	2,204,563
Restricted	108,730	111,308	44,239	49,217	152,969	160,525
Unrestricted	(143,588)	(255,509)	95,558	134,184	(48,030)	(121,325)
Total Net Position	<u>\$ 1,866,817</u>	<u>\$ 1,801,176</u>	<u>\$ 442,062</u>	<u>\$ 442,587</u>	<u>\$ 2,308,879</u>	<u>\$ 2,243,763</u>

The largest portion of the City's net position reflects its net investment of \$2.2 billion in capital assets (land, buildings and improvements, equipment and machinery, vehicles, infrastructure, and construction in progress, net of accumulated depreciation), less related outstanding debt used to acquire those assets. The City uses these capital assets to provide services to residents; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Another portion of the City's net position, \$153.0 million, represents resources that are subject to external restrictions on their use. The remaining balance of unrestricted net position is a deficit of \$48.0 million.

This net deficit is primarily attributable to the implementation of GASB statements 68 and 75 to record liabilities for employee pensions and other post-employment benefits. These liabilities will be liquidated with revenues received in future years that cannot be accrued in these financial statements.

Capital Assets

Investments in capital assets for governmental and business-type activities as of June 30, 2022, totaled \$2.5 billion (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, equipment and machinery, vehicles, infrastructure, and construction in progress. The total increase in capital assets for fiscal year 2021-22 was \$8.7 million, which represents a 0.3% decrease from the prior year for governmental activities and a 2.6% increase in business-type activities. Additional information on the City's capital assets can be found on pages 83-84 in the notes to the financial statements. Capital assets are summarized below:

City of Oxnard Capital Assets (net of accumulated depreciation) June 30, 2022 (in thousands)						
	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	\$ 1,390,541	\$ 1,390,541	\$ 45,539	\$ 45,159	\$ 1,436,081	\$ 1,435,700
Buildings	72,423	74,912	126,549	123,981	198,972	198,893
Improvements Other than Buildings	56,630	58,641	18,019	18,623	74,649	77,264
Equipment and Machinery	5,714	4,590	64,249	56,272	69,964	60,862
Vehicles	7,176	6,018	-	-	7,176	6,018
Infrastructure	416,814	433,114	259,018	266,779	675,832	699,893
Construction in Progress	33,996	20,851	35,181	23,631	69,178	44,482
Totals	<u>\$ 1,983,294</u>	<u>\$ 1,988,668</u>	<u>\$ 548,557</u>	<u>\$ 534,445</u>	<u>\$ 2,531,851</u>	<u>\$ 2,523,113</u>

Major capital project activities during fiscal year 2021-22 included the following:

- The \$13.1 million net increase in governmental activities construction in progress was primarily due to progress on the following projects: Neighborhood Street Resurfacing project, Arterial & Alleyway Street Resurfacing projects, La Colonia Green Alleyway project, Rice Ave. at 5th Street Grade project, Cypress Park Improvements, Mobility Plan Sustainability project, Council Chamber Remodel, Del Sol Park Improvement Phase I project, and Storm Water Catch Basins project.
- The \$11.6 million net increase in business type activities construction in progress was primarily due to progress on the following projects: Water Backbone Hueneme II project, Aquifer Storage and Recovery (ASR) Completion project, Central Trunk Manhole Replacement project, Activated Sludge Tank Rehab project, and DelNorte Facility Tipping Floor Improvement project.

Long-Term Debt

At the end of fiscal year 2021-22 the City had total long-term debt outstanding of \$374.9 million. This reflects a decrease of \$3.5 million, or 3.4 percent, in governmental activities and a decrease of \$1.7 million, or 0.6 percent, in business-type activities.

The City's bonds are rated by S&P Global Ratings. As of June 30, 2022, The City's issuer credit rating was "A" while maintaining ratings of "A-", "A+", "A" and "A-" for General (Lease Revenue), Gas Tax, Water and Wastewater Bonds, respectively. In May 2022, S&P raised the outlook for the outstanding Water Bonds from "Stable" to "Positive". After the end of Fiscal Year 2021-22, S&P increased the City's issuer credit rating from "A" to "A+". S&P also increased the credit ratings for General Fund Lease Revenue Bonds from "A-" to "A", and Wastewater Fund from "A-" to "A".

Additional information on long-term debt can be found on pages 85-106 in the notes to the financial statements. Long-term debt is summarized below:

City of Oxnard
Outstanding Debt (net of discounts/premiums)
June 30, 2022
(in thousands)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Lease Revenue Bonds	\$ 62,539	\$ 66,134	\$ -	\$ -	\$ 62,539	\$ 66,134
Revenue Bonds	18,382	19,126	265,176	275,140	283,558	294,267
Capital Leases	16,655	15,801	11,872	3,656	28,528	19,457
Note Payable	-	-	270	270	270	270
Totals	<u>\$ 97,577</u>	<u>\$ 101,062</u>	<u>\$ 277,318</u>	<u>\$ 279,066</u>	<u>\$ 374,894</u>	<u>\$ 380,128</u>

- Governmental activities lease revenue bonds decreased \$3.6 million due to principal payments made during the year.
- Governmental activities revenue bonds decreased \$0.7 million due to principal payments made during the year.
- Governmental activities capital leases increased \$0.8 million primarily due to addition of Draw#25 from Bank of America Lease 2022 for \$3.3 million offset by \$2.4 million of principal payments made during the year.
- Business-type activities long term debt decreased \$1.7 million primarily due to the \$24 million issuance of Water Revenue Refunding Bonds, Series 2021, \$10.3 million addition of Draw# 24 from Bank of America Capital Lease 2021, offset by \$25.6 million of defeased for Water Revenue Project Bonds, Series 2014, and principal payments made during the year on other bonds.

Statement of Activities

The statement of activities shows how the City's net position changed during fiscal year 2021-22. These changes are explained in the governmental and business-type activities on the following pages. Provided below is a summary of changes in net position:

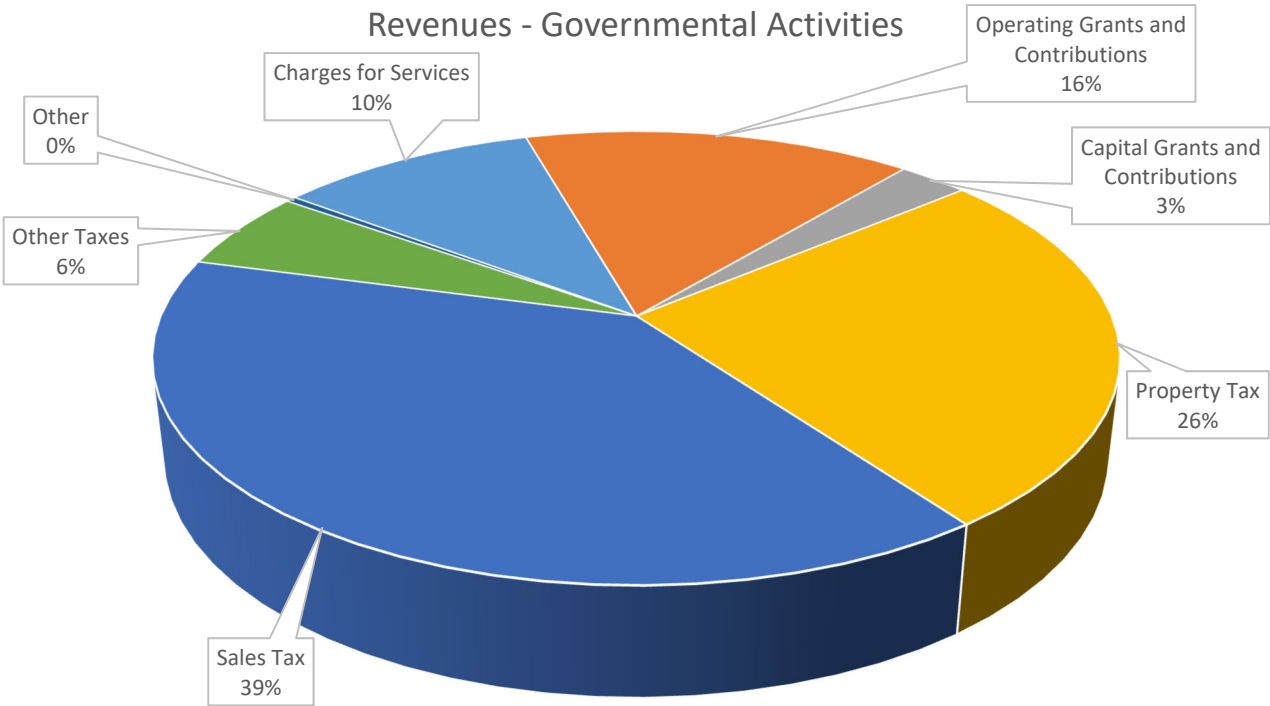
Statement of Activities						
Fiscal Year Ended June 30, 2022						
(in thousands)						
	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program Revenues:						
Charges for Services	\$ 31,014	\$ 52,570	\$ 155,747	\$ 168,950	\$ 186,761	\$ 221,520
Operating Grants and Contributions	46,714	27,187	24,641	26,016	71,354	53,203
Capital Grants and Contributions	8,416	7,552	1,719	1,046	10,135	8,598
General Revenues:						
Taxes	213,997	165,003	-	-	213,997	165,003
Interest on Investments	1,056	968	684	834	1,739	1,803
Total Revenues	301,197	253,281	182,790	196,847	483,987	450,127
Expenses						
General Government	46,053	51,433	-	-	46,053	51,433
Public Safety	113,732	120,566	-	-	113,732	120,566
Transportation Systems	13,087	11,427	-	-	13,087	11,427
Community Development	21,690	22,206	-	-	21,690	22,206
Culture, Leisure, and Libraries	37,403	31,219	-	-	37,403	31,219
Interest on Long-Term Debt	3,722	3,850	-	-	3,722	3,850
Loss from Disposal of Assets	-	-	-	-	-	-
Water	-	-	66,845	57,774	66,845	57,774
Wastewater	-	-	35,837	34,084	35,837	34,084
Golf Course	-	-	46,956	4,742	46,956	4,742
Environmental Resources	-	-	5,335	50,609	5,335	50,609
Oxnard Housing Authority	-	-	28,212	30,783	28,212	30,783
Total Expenses	235,687	240,701	183,184	177,992	418,871	418,693
Change in Net Position Before Special Items						
Contributed Capital, and Transfers	65,510	12,580	(394)	18,855	65,116	31,435
Transfers	131	(82,415)	(131)	82,415	-	-
Change in Net Position	65,641	(69,835)	(525)	101,270	65,116	31,435
Net Position, July 1	1,801,176	1,871,220	442,587	341,317	2,243,763	2,212,537
Prior Period Adjustment	-	(209)	-	-	-	(209)
Net Position, June 30	<u>\$ 1,866,817</u>	<u>\$ 1,801,176</u>	<u>\$ 442,062</u>	<u>\$ 442,587</u>	<u>\$ 2,308,879</u>	<u>\$ 2,243,763</u>

Governmental activities increased the City’s net position \$65.6 million compared to prior fiscal year’s decrease of \$69.8 million. With one-time IUF transfers recognized in fiscal year 2020-21 along with increase in program revenues and decrease of expenses, the key elements of the increase in net position were as follows:

Program revenues decreased \$1.2 million, or 1.3 percent, primarily due to decreases in charges for services, with the elimination of CFD#5 transfers in fiscal year 2021-22.

General revenues increased \$49.1 million, or 29.6 percent, primarily due to increased sales tax revenues. Sales tax revenues increased by \$50.2 million mainly from the one-full year receipts of Measure E imposed 1.5 cent local transaction and use, and stronger local economic growth.

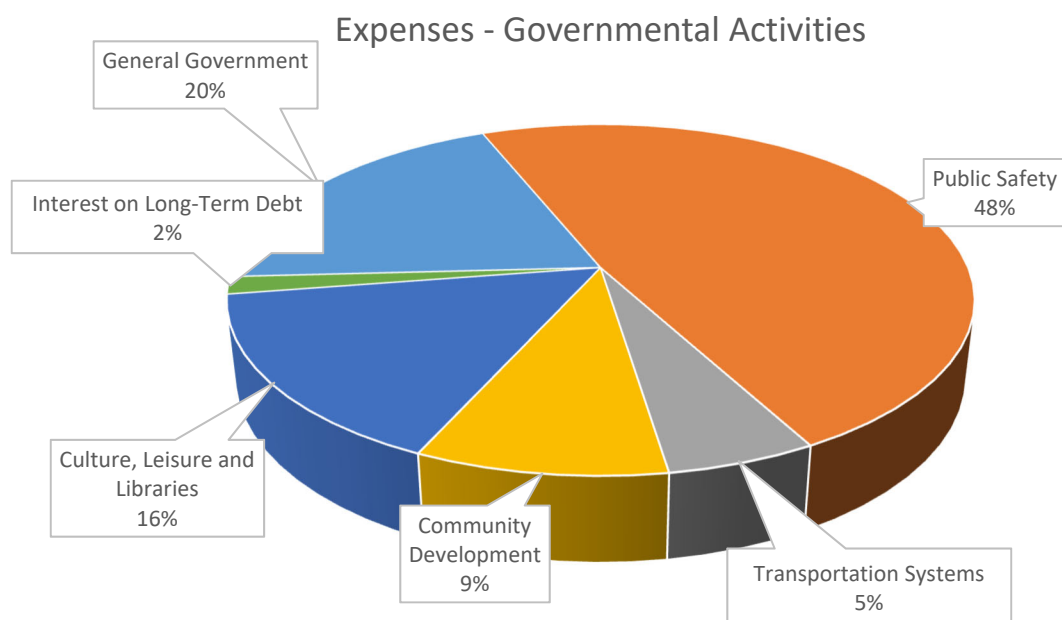
The breakdown of governmental revenues by source is shown below:



Expenses decreased \$4.5 million primarily due to decreases in general government, public works, capital projects, public safety expenses, and community development partially offset by an increase in culture, leisure, and libraries expenses. These changes are explained below:

- General government expenses decreased \$4.9 million primarily due to pension liability credits because of higher earnings, i.e., increase on Interest on Total Pension Liability and Net Investment Income, on Miscellaneous Pension Plan during the measurement period of July 1, 2020 to July 30, 2021. The net pension liability reductions are expected to be offset in the subsequent fiscal year.
- Public safety expenses decreased \$6.8 million primarily due to pension liability credits because of higher earnings, i.e., increase on Interest on Total Pension Liability and Net Investment Income, on Police Pension Plan during the measurement period of July 1, 2020 to July 30, 2021. The net pension liability reductions are expected to be offset in the subsequent fiscal year.
- Transportation systems expenses increased \$1.7 million primarily due to increased personnel and contractual costs for traffic signal maintenance.
- Community development expenses decreased by \$0.5 million primarily due to vacancy savings and delay spending on multi-year General Plan Maintenance projects.
- Culture, leisure, and libraries expenses increased \$6.2 million primarily due to increased spending for Street & Alleyways projects under Council Strategic Priority, increased contractual spending for parks, trees, and medians and increased staffing.

The breakdown of governmental expenses by activity is shown below:

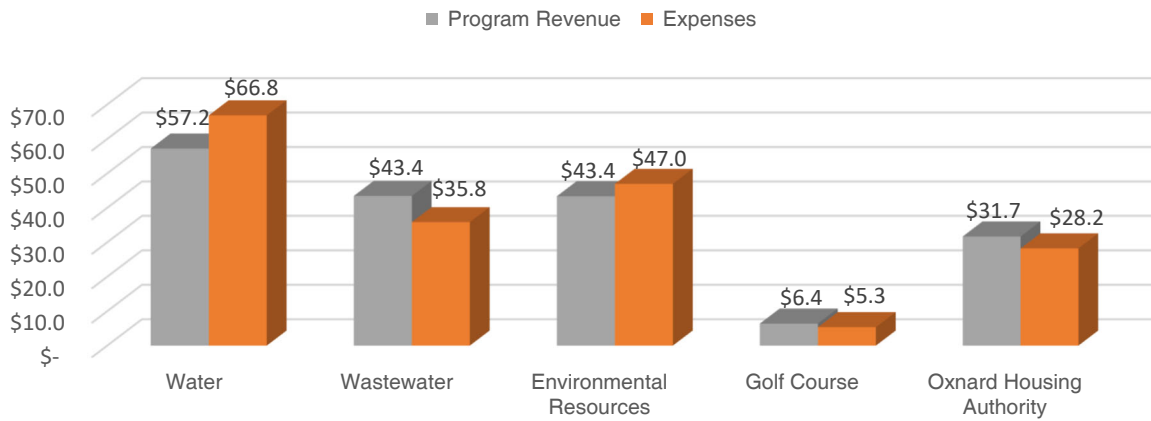


Business-type activities decreased the City's net position by \$0.5 million compared to prior fiscal year's increase of \$101.3 million. Key elements of net position changes from the prior fiscal year were as follows:

- **Water** net position decreased \$9.7 million, from \$151.4 million to \$141.7 million, compared to the prior fiscal year's increase of \$20.1 million. The decrease in net position is primarily due combination of Infrastructure Use Fee one-time reimbursement to customers and lower utility fees due to IUF rate reduction, and increase spending on capital projects.
- **Wastewater** net position increased \$7.7 million, from \$183.7 million to \$191.3 million, compared to the prior fiscal year's increase of \$25.1 million. The increase in net position can primarily be attributed to delay of spending on multi-year capital improvement projects that will be carried over to the following fiscal year and decreased of operational costs from vacancy savings and chemicals costs.
- **Environmental Resources** net position decreased \$4.0 million, from \$40.1 million to \$36.1 million, compared to the prior fiscal year's decrease of \$6.6 million. The decrease in net position is primarily due to lower MRF recycling materials and lower utility fees due to IUF rate reduction.
- **Golf Course** net position increased \$1.1 million, from \$47.1 million to \$48.2 million. The increase is primarily due to increase in golf course revenues.

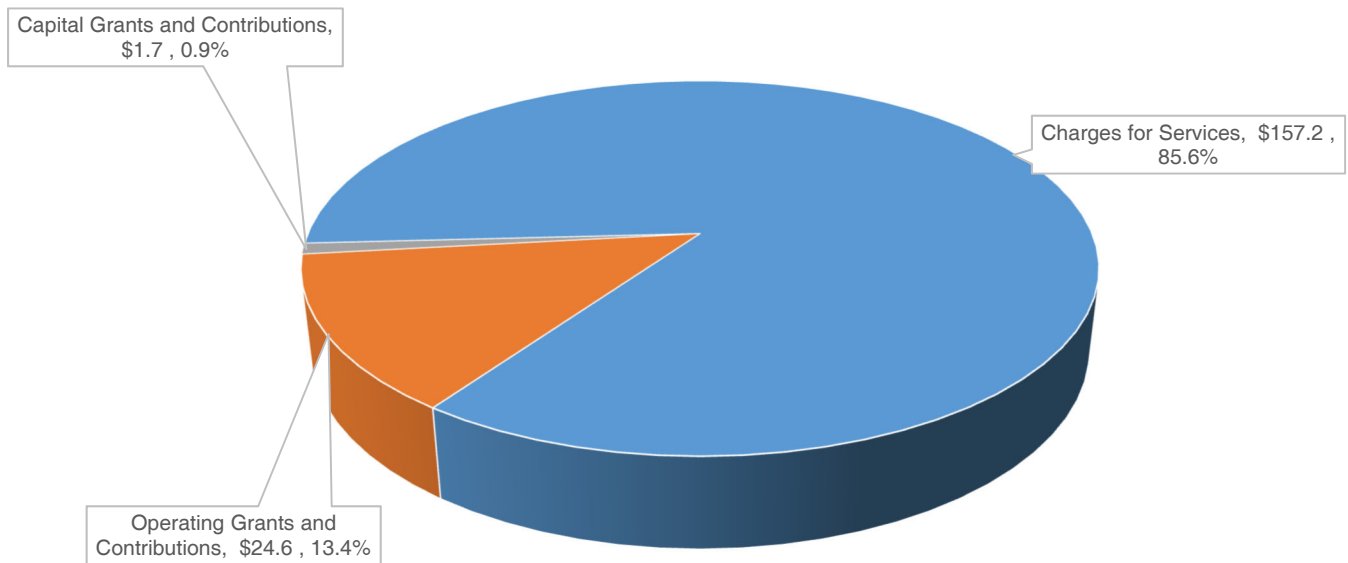
A comparison of program revenues to total expenses for each of the business-type activities, as well as a breakdown of revenues by type, is provided in the next two graphs. For business-type activities, charges for services provide the largest share of revenues (85.6 percent), except for the Oxnard Housing Authority Fund, which is primarily funded with operating grants.

Program Revenues and Expenses - Business-Type Activities
(in millions)



Program Revenues by Source - Business-Type Activities
(in millions)

Total Revenues = \$183.6



FUND FINANCIAL ANALYSIS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the close of fiscal year 2021-22, City governmental funds reported a combined ending fund balance of \$188.6 million, an increase of \$56.0 million during fiscal year 2021-22 when compared to the prior fiscal year fund balance of \$132.6 million. This increase was primarily due to increases in fund balances for General Fund of \$38.1 million, Development Fee Fund of \$1.4 million, and for Non-major Funds of \$16.6 million. Fund balance consists of \$3.6 million in nonspendable fund balance, \$108.7 million in restricted fund balance, \$50.3 million in committed fund balance and \$26.0 million in unassigned fund balance. Refer to pages 25-35 for more detail on governmental funds.

Governmental Fund Balance Sheet Summary (in thousands)

	GENERAL FUND GROUP		TOTAL GOVERNMENTAL FUNDS*	
	2022	2021	2022	2021
Assets	\$ 104,141	\$ 76,234	\$ 345,236	\$ 292,704
TOTAL ASSETS				
AND DEFERRED OUTFLOWS	\$ 104,141	\$ 76,234	\$ 345,236	\$ 292,704
Liabilities, Deferred Inflows and Fund Balance				
Liabilities	\$ 45,709	\$ 56,386	\$ 99,036	\$ 102,800
Deferred inflows of resources	437	-	57,626	57,286
Total Liabilities				
and Deferred Inflows	46,146	56,386	156,662	160,086
Fund Balances				
Nonspendable	3,589	-	3,589	-
Restricted	-	-	108,730	111,308
Committed	28,281	22,896	50,292	24,505
Unassigned	26,125	(3,048)	25,962	(3,195)
Total Fund Balances	57,996	19,848	188,573	132,618
TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES	\$ 104,141	\$ 76,234	\$ 345,236	\$ 292,704

* see table on page 20 for all other governmental funds.

General Fund Group – Fund Balance Analysis

The General Fund Group's combined fund balance increased \$38.1 million in fiscal year 2021-22 primarily due to full-year receipts of Sales Tax Measure E and strong economic growth. The General Fund Group's fund balance consists of nonspendable \$3.6 million, \$17.0 million in funds committed to Measure "O" eligible services, \$11.3 million committed to capital projects, general plan maintenance and streets and traffic improvements/maintenance, and \$26.1 million unassigned.

General Fund Group – Revenue and Expenditure Analysis

General Fund Group Revenues for fiscal year 2021-22 were \$220.7 million, an increase of \$43.1 million, or 24.2 percent, compared to the prior fiscal year.

Comparison of General Fund Group Revenues (in thousands)

	Fiscal Year 2021-22	Fiscal Year 2020-21	Increase (Decrease) Compared to Prior Fiscal Year	% of Increase (Decrease) Over Prior Fiscal Year
Taxes				
Property Taxes	\$ 63,226	\$ 61,260	\$ 1,966	3.2%
Sales Tax	118,084	67,923	50,160	73.8%
Transient Occupancy Tax	5,117	4,267	850	19.9%
Business License Tax	6,538	5,965	573	9.6%
Franchise Tax	4,169	3,905	265	6.8%
Deed Transfer Tax	978	911	67	7.4%
Licenses and Permits	2,607	3,968	(1,361)	(34.3%)
Intergovernmental	2,209	6,172	(3,964)	(64.2%)
Charges for Services	16,117	18,017	(1,900)	(10.5%)
Fines and Forfeitures	2,542	1,852	689	37.2%
Interest on Investments	300	348	(47)	(13.7%)
Special Assessments	509	492	16	3.3%
Miscellaneous	(1,653)	2,610	(4,263)	(163.4%)
Total	\$ 220,742	\$ 177,690	\$ 43,052	24.2%

- Property tax revenue increased by \$2.0 million, or 3.2 percent, primarily due to increases in assessed values for properties within the City.
- Sales tax revenue increased by \$50.2 million, or 73.8 percent, primarily due to stronger sales tax and full-year receipts of Measure E.
- Transient occupancy tax revenue increased by \$.8 million from the recovery of the COVID-19 pandemic as Oxnard experienced increase in travel for business and recreation due to the lift of the shelter at-home order from March of 2021.

- Licenses and permits decreased \$1.4 million, or 34.3 percent, primarily due to prior year delay of Cannabis Permit Fees of \$0.4 million, decline of building permits by 0.5 million, decline of Fire Inspection Plan Check by \$0.4 million.
- Intergovernmental revenues decreased \$4.0 million, or 64.2 percent, primarily due to prior year one-time receipt of CARES ACT COVID Relief from the State of \$2.5 million and \$1.4 million from COVID Relief from the County.
- Charges for services decreased \$1.9 million, or 10.5 percent, primarily due to cease of charging an Infrastructure Use Fee. The \$1.9 million represent charges from Street Maintenance Fund from fiscal year 2020-21.
- Fines and forfeitures revenue increased by \$0.7 million, or 37.2 percent, primarily due COVID-19 Pandemic recovery of parking fines.
- Miscellaneous revenue decreased by \$4.3 million, or 163.4%, primarily due to the adjustment of fair market value. In fiscal year 2019-20 the Federal Reserve decreased the federal funds benchmark rate on five separate occasions. This resulted in rates approaching zero in fiscal year 2019-20 with rates increasing only slightly in fiscal year 2020-21. Rates have since increased further resulting in an overall decrease in the fair market value of the City's investment portfolio. However, because of the City's stated intention to hold securities until maturity, these will be short-term, unrealized losses.

General Fund Group Expenditures for fiscal year 2021-22 increased \$18.3 million, or 12.0 percent, compared to the prior fiscal year.

Comparison of General Fund Group Expenditures
(in thousands)

	Fiscal Year 2021-22	Fiscal Year 2020-21	Increase (Decrease) Compared to Prior Fiscal Year	% of Increase (Decrease) Over Prior Fiscal Year
Current				
General Government	\$ 18,096	\$ 16,501	\$ 1,595	9.7%
Public Safety	101,789	93,487	8,302	8.9%
Transportation	7,215	6,151	1,064	17.3%
Community Development	13,638	12,546	1,092	8.7%
Culture, Leisure and Libraries	25,279	17,734	7,545	42.5%
Capital Outlay	3,508	4,797	(1,290)	(26.9%)
Debt Service				
Principal	850	820	30	3.7%
Interest and Fiscal Charges	468	502	(33)	(6.7%)
Total	<u><u>\$ 170,843</u></u>	<u><u>\$ 152,539</u></u>	<u><u>\$ 18,304</u></u>	12.0%

- Expenditures for general government increased \$1.6 million, or 9.7 percent, primarily due to increased labor cost and employee benefits.

- Public safety expenditures increased \$8.3 million, or 8.9 percent, primarily due to increased personnel costs for benefits and workers compensation, increased in staffing, Fire academy recruits, and Animal Shelter contractual costs.
- Transportation expenditures increased \$1.1 million, or 17.3 percent, primarily due to increase in contractual services for traffic signal maintenance, address traffic system deficiencies, and traffic signal replacement, and addition of positions for Traffic Engineers.
- Community Development expenditures increased \$1.1 million, or 8.7 percent, primarily due to increased contractual services for planning and building and additional positions for planning and code compliance.
- Culture, leisure and library services expenditures increased \$7.5 million, or 42.5 percent, primarily due to \$4.7 million to fund Street & Alleyways under Council Strategic Priority, \$2.8 million to contractual of parks, trees, and medians to address deferred maintenance.
- Capital outlay expenditures decreased \$1.3 million, or 26.9 percent, primarily due to spending down of CIP street projects from Street Maintenance Fund in fiscal year 2020-2021.

Other Governmental Funds

Other Governmental Funds Balance Sheet Summary
(in thousands)

	AFFORDABLE HOUSING		DEVELOPMENT FEES		STATE AND FEDERAL GRANTS FUND		OTHER GOVERNMENTAL	
	2022	2021	2022	2021	2022	2021	2022	2021
Assets	\$ 37,027	\$ 37,056	\$ 70,625	\$ 66,683	\$ 48,975	\$ 44,283	\$ 84,467	\$ 68,448
TOTAL ASSETS	\$ 37,027	\$ 37,056	\$ 70,625	\$ 66,683	\$ 48,975	\$ 44,283	\$ 84,467	\$ 68,448
AND DEFERRED OUTFLOWS	\$ 37,027	\$ 37,056	\$ 70,625	\$ 66,683	\$ 48,975	\$ 44,283	\$ 84,467	\$ 68,448
Liabilities, Deferred Inflows and Fund Balance								
Liabilities	\$ 11	\$ 11	\$ 4,215	\$ 1,674	\$ 42,613	\$ 37,438	\$ 6,488	\$ 7,291
Deferred inflows of resources	33,628	33,642	10,846	10,846	5,708	6,044	7,006	6,754
Total Liabilities and Deferred Inflows	33,639	33,653	15,061	12,520	48,322	43,482	13,495	14,045
Fund Balances								
Restricted	\$ 3,389	3,403	\$ 55,564	54,163	\$ 816	948	48,961	52,794
Committed	-	-	-	-	-	-	22,011	1,609
Unassigned	-	-	-	-	(163)	(147)	-	-
Total Fund Balances	3,389	3,403	55,564	54,163	653	801	70,972	54,403
TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES	\$ 37,027	\$ 37,056	\$ 70,625	\$ 66,683	\$ 48,975	\$ 44,283	\$ 84,467	\$ 68,448

Affordable Housing

The Affordable Housing Fund fund balance stayed flat compared to the prior fiscal year.

Development Fees Fund

The Development Fees Fund accounts for development fees that the City collects on new development projects to provide resources for related projects such as parks, storm drain facilities, traffic improvement, utility undergrounding, and community development.

The Development Fees Fund fund balance increased \$1.4 million compared to the prior year's increase of \$12.8 million due to the timing of various development projects.

State and Federal Grants Fund

The State and Federal Grants Fund fund balance decreased during the current year by approximately \$0.1 million due to federal funds received in prior year from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Majority of the funds have been appropriated for spending.

Proprietary funds

The City's proprietary funds financial statements provide the same type of information found in the government-wide financial statements business-type activities with greater detail.

Details on net position for the Water, Wastewater, Environmental Resources, and Oxnard Housing Authority funds are provided below:

Proprietary Funds
June 30, 2022
(in thousands)

	Net Position	Change in Net Position
Water	\$ 141,686	\$ (9,727)
Wastewater	191,342	7,691
Environmental Resources	36,103	(4,005)
Golf Course	48,152	1,062
Oxnard Housing Authority	26,388	3,476
Totals	<u>\$ 443,670</u>	<u>\$ (1,503)</u>

Please refer to the business-type activities discussion on pages 15-16 for analysis of the changes in these funds. Proprietary financial statements can be found on pages 36-45.

BUDGETARY HIGHLIGHTS

General Fund Group

The General Fund Group budget and actual report can be found on pages 152-153. The \$46.7 million change in fund balance between the original and final budget is the result of City Council approved budget adjustments. Major differences are highlighted below:

General Fund Group Budget and Actual (in thousands)				
	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Taxes				
Property Taxes	\$ 63,384	\$ 63,384	\$ 63,226	\$ (157)
Sales Tax	105,785	105,785	118,084	12,298
Transient Occupancy Tax	4,550	4,550	5,117	567
Business License Tax	5,871	5,871	6,538	666
Franchise Tax	3,907	3,907	4,169	263
Deed Transfer Tax	1,147	1,147	978	(169)
Licenses and Permits	2,746	2,746	2,607	(139)
Intergovernmental	2,289	2,289	2,209	(80)
Charges for Services	19,239	19,239	16,117	(3,123)
Fines and Forfeitures	2,704	2,704	2,542	(162)
Interest on Investments	1,293	1,293	300	(993)
Special Assessments	415	415	509	94
Miscellaneous	5,401	6,107	(1,653)	(7,760)
Total Revenues	<u>218,732</u>	<u>219,437</u>	<u>220,742</u>	<u>1,305</u>
Expenditures				
Current				
General Government	22,090	21,672	18,096	3,576
Public Safety	106,172	106,028	101,789	4,239
Transportation	8,929	8,806	7,215	1,591
Community Development	18,012	20,531	13,638	6,893
Culture, Leisure and Library Services	34,160	29,412	25,279	4,133
Capital Outlay	4,130	7,707	3,508	4,199
Debt Service				
Principal	850	850	850	-
Interest and Fiscal Charges	501	468	468	-
Total Expenditures	<u>194,843</u>	<u>195,473</u>	<u>170,843</u>	<u>24,630</u>
Excess of Revenues Over/(Under)				
Expenditures	23,889	23,964	49,899	25,935
Other Financing Sources/(Uses)				
Reimbursement of IUF Fees	(12,000)	(12,000)	-	12,000
Net Transfers	(15,487)	(20,489)	(11,751)	8,738
Total Other Financing Sources/(Uses)	<u>(27,487)</u>	<u>(32,489)</u>	<u>(11,751)</u>	<u>20,738</u>
Net Change in Fund Balance	<u>\$ (3,598)</u>	<u>\$ (8,525)</u>	<u>\$ 38,148</u>	<u>\$ 46,673</u>

General Fund Group Revenues were \$1.3 million, or 0.6 percent, higher than final budget as a result of higher than anticipated revenue in the following:

- Sales tax revenues were \$12.3 million higher than both original and final budget primarily due to stronger recovery from the pandemic of local economy with higher auto demand, rising fuel prices, as well as stronger retail consumption.
- Transient occupancy tax revenue were \$0.6 million higher than both original and final budget primarily due to the recovery of the COVID-19 pandemic as Oxnard experienced increase in travel for business and recreation due to the lift of the shelter at-home order from March of 2021.
- Business license tax revenue were \$0.7 million higher than both original and final budget primarily due to higher than anticipated growth in gross receipts as business recover from the pandemic and new businesses coming online.

These amounts were offset by unanticipated reductions in revenue in the following:

- Charges for services were \$3.1 million lower than final budget primarily due to postponement of Emergency Medical Services (EMS) transport services.
- Interest on Investment were \$1.0 million lower than original and final budget primarily due to lower interest rate yields on investments.
- Miscellaneous revenue were \$7.8 million lower than final budget primarily driven by the inclusion of fair market value, which is a non-operational item. In fiscal year 2019-20 the Federal Reserve decreased the federal funds benchmark rate on five separate occasions. This resulted in rates approaching zero in fiscal year 2019-20 with rates increasing only slightly in fiscal year 2020-21. Rates have since increased further resulting in an overall decrease in the fair market value of the City's investment portfolio. However, because of the City's stated intention to hold securities until maturity, these will be short-term, unrealized losses.

General Fund Group Expenditures were \$24.6 million, or 12.6 percent, lower than final budget as a result of the following:

- General government expenditures were \$3.6 million lower than budget primarily due to vacancy savings and lower contractual spending.
- Public safety expenditures were \$4.2 million lower than budget primarily due to vacancy savings and postponement of Emergency Medical Services (EMS).
- Transportation costs were \$1.6 million lower than budget primarily due to vacancy savings coupled with delayed spending on multi-year capital improvement projects.
- Community development expenditures were \$6.9 million lower than budget primarily due to vacancy savings, lower spending on planning and building engineering consultant plan check services, and deferred spending on multi-year General Plan Maintenance projects and delayed spending on multi-year capital improvement projects that will be carried over to the following fiscal year.

- Culture, leisure and library services expenditures were \$4.1 million lower than budget primarily due to vacancy savings, lower contractual spending, and delayed spending on multi-year capital improvement projects that will be carried over to the following fiscal year.
- Capital outlay expenditures were \$4.2 million lower than budget primarily due to multi-year capital improvement projects that were not completed in Fiscal Year 2021-22 and will be carried over to the following fiscal year.
- The General Fund included a budget of \$12 million for the reimbursement of IUF fees. However, in the General Fund fund financial statements, this amount is reported as a reduction of advances from other funds.

ECONOMIC AND LEGAL FACTORS

The two main sources of General Fund revenue -- property tax and sales tax. Property tax continued to show steady growth. As the businesses started to reopen after "shelter-in-place" mandates were lifted, Oxnard continued to experience a strong rebounding of the economy. Sales tax continued to increase, evidenced by the fact that residents, businesses, and visitors spent more than expected on autos, building materials, dining out, furniture, appliances, clothing and household goods, heavy equipment and sporting goods.

On the expenditure side, annual increases in labor costs, particularly for pensions and healthcare benefits, Infrastructure User Fees one-time refunds and IUF reduction of Utility Fees continue to outstrip revenue growth in most funds other than the Water and Environmental Resources funds. The City does benefits substantially from a public safety property tax established by voters in 1951, which relieves about half of the fiscal burden on the General Fund imposed by rising pension costs.

Several ongoing lawsuits could affect the City's finances. The status of each is described on pages 135-137.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide residents, taxpayers, customers, employees, and investors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report, please contact the Finance Department at 300 W. 3rd Street, Oxnard, CA 93030, or call (805) 385-7475.

BASIC FINANCIAL STATEMENTS

CITY OF OXNARD, CALIFORNIA
STATEMENT OF NET POSITION
JUNE 30, 2022

	Governmental Activities	Business-type Activities	Total
ASSETS			
Current Assets			
Cash and investments	\$ 253,245,263	\$ 168,630,533	\$ 421,875,796
Accounts and other receivables (net of allowance for doubtful accounts)	3,241,897	22,019,715	25,261,612
Internal balances	(17,085,383)	17,085,383	-
Due from other governments	32,690,115	-	32,690,115
Due from Successor Agency	315,865	-	315,865
Other assets	173,877	504,002	677,879
Total Current Assets	<u>272,581,634</u>	<u>208,239,633</u>	<u>480,821,267</u>
Noncurrent Assets			
Lease receivable	602,682	-	602,682
Properties held for resale	570,000	-	570,000
Notes receivable (net of allowance for doubtful accounts)	63,744,192	4,346,930	68,091,122
Restricted: Investments with fiscal agents	13,580,833	28,839,539	42,420,372
Capital assets not being depreciated	1,424,537,474	80,720,853	1,505,258,327
Capital assets, net of accumulated depreciation	558,756,414	467,835,832	1,026,592,246
Total Noncurrent Assets	<u>2,061,791,595</u>	<u>581,743,154</u>	<u>2,643,534,749</u>
Total Assets	<u>2,334,373,229</u>	<u>789,982,787</u>	<u>3,124,356,016</u>
DEFERRED OUTFLOW OF RESOURCES			
Deferred amount on refunding	2,416,703	2,186,856	4,603,559
Deferred outflow on pension plans	45,601,224	10,981,861	56,583,085
Deferred outflow on other post-employment benefit plans (OPEB)	12,574,957	3,331,580	15,906,537
Total Deferred Outflow of Resources	<u>60,592,884</u>	<u>16,500,297</u>	<u>77,093,181</u>
LIABILITIES			
Current Liabilities			
Accounts payable	14,609,709	16,208,859	30,818,568
Compensated absences payable - current	10,180,021	2,062,683	12,242,704
Self insurance claims - current	8,430,840	-	8,430,840
Unearned revenues	39,153,746	182,193	39,335,939
Other liabilities	19,873,926	5,125,808	24,999,734
Notes payable - current	23,602	-	23,602
Capital leases and revenue bonds - current	6,339,727	13,235,062	19,574,789
Total Current Liabilities	<u>98,611,571</u>	<u>36,814,605</u>	<u>135,426,176</u>
Noncurrent Liabilities			
Compensated absences payable	5,172,219	1,334,665	6,506,884
Net pension liabilities	163,127,704	27,976,782	191,104,486
Other post-employment benefits payable	47,720,566	14,042,022	61,762,588
Self-insurance claims	27,671,127	-	27,671,127
Other liabilities	-	1,445,054	1,445,054
Capital leases and revenue bonds, net of premiums and discount	91,237,119	264,082,558	355,319,677
Total Noncurrent Liabilities	<u>334,928,735</u>	<u>308,881,081</u>	<u>643,809,816</u>
Total Liabilities	<u>433,540,306</u>	<u>345,695,686</u>	<u>779,235,992</u>
DEFERRED INFLOW OF RESOURCES			
Deferred inflow on pension plans	90,599,235	18,005,184	108,604,419
Deferred inflow on other post-employment benefit plans (OPEB)	2,604,133	720,019	3,324,152
Gain on refunding	609,388	-	609,388
Leases	795,760	-	795,760
Total Deferred Inflow of Resources	<u>94,608,516</u>	<u>18,725,203</u>	<u>113,333,719</u>
NET POSITION			
Net investment in capital assets	1,901,675,190	302,265,460	2,203,940,650
Restricted for:			
Debt service	23,376	3,375,904	3,399,280
Culture and leisure	9,952,280	-	9,952,280
Housing	7,736,076	379,370	8,115,446
Infrastructure developments	46,133,824	40,483,378	86,617,202
Maintenance districts	13,326,265	-	13,326,265
Public safety	8,334,806	-	8,334,806
Streets and traffic improvements/maintenance	20,992,904	-	20,992,904
Transportation systems	1,725,358	-	1,725,358
Grants	505,099	-	505,099
Unrestricted	(143,587,887)	95,558,083	(48,029,804)
TOTAL NET POSITION	<u>\$ 1,866,817,291</u>	<u>\$ 442,062,195</u>	<u>\$ 2,308,879,486</u>

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
PRIMARY GOVERNMENT				
Governmental Activities				
General government	\$ 46,053,309	\$ 816,910	\$ 37,313,530	\$ -
Public safety	113,731,717	6,752,504	1,008,546	-
Transportation systems	13,087,346	3,084,378	-	7,870,776
Community development	21,689,712	11,617,112	5,879,608	-
Culture, leisure and libraries	37,402,631	8,743,383	2,512,057	545,094
Interest on long-term debt	3,721,942	-	-	-
Total Governmental Activities	235,686,657	31,014,287	46,713,741	8,415,870
Business-Type Activities				
Water	66,845,048	57,211,384	-	-
Wastewater	35,836,577	43,448,032	-	-
Environmental Resources	46,956,163	43,365,998	-	-
Golf Course	5,334,578	6,398,280	-	-
Oxnard Housing Authority	28,211,702	5,323,254	24,640,627	1,719,118
Total Business-Type Activities	183,184,068	155,746,948	24,640,627	1,719,118
TOTAL PRIMARY GOVERNMENT	\$ 418,870,725	\$ 186,761,235	\$ 71,354,368	\$ 10,134,988

GENERAL REVENUES

Taxes

Property tax

Sales tax

Transient occupancy tax

Franchise tax

Deed transfer tax

Business license tax

Penalties and interest

Interest on investments

TRANSFERS

Total General Revenues, Contributed Capital, and Transfers

CHANGE IN NET POSITION

NET POSITION - JULY 1

NET POSITION - JUNE 30

The accompanying notes are an integral part of the financial statements.

Net (Expenses) Revenues and Changes in Net Position			
Primary Government			
Governmental Activities	Business-type Activities	Total	Functions/Programs
PRIMARY GOVERNMENT			
Governmental Activities			
\$ (7,922,869)	\$ -	\$ (7,922,869)	General government
(105,970,667)	-	(105,970,667)	Public safety
(2,132,192)	-	(2,132,192)	Transportation systems
(4,192,992)	-	(4,192,992)	Community development
(25,602,097)	-	(25,602,097)	Culture, leisure and libraries
(3,721,942)	-	(3,721,942)	Interest on long-term debt
(149,542,759)	-	(149,542,759)	Total Governmental Activities
Business-Type Activities			
-	(9,633,664)	(9,633,664)	Water
-	7,611,455	7,611,455	Wastewater
-	(3,590,165)	(3,590,165)	Environmental resources
-	1,063,702	1,063,702	Golf Course
-	3,471,297	3,471,297	Oxnard Housing Authority
-	(1,077,375)	(1,077,375)	Total Business-Type Activities
(149,542,759)	(1,077,375)	(150,620,134)	TOTAL PRIMARY GOVERNMENT
GENERAL REVENUES			
Taxes			
78,630,717	-	78,630,717	Property tax
118,083,508	-	118,083,508	Sales tax
5,117,229	-	5,117,229	Transient occupancy tax
4,557,215	-	4,557,215	Franchise tax
978,170	-	978,170	Deed transfer tax
6,537,611	-	6,537,611	Business license tax
92,544	-	92,544	Penalties and interest
1,055,755	683,524	1,739,279	Interest on investments
130,897	(130,897)	-	
215,183,646	552,627	215,736,273	TRANSFERS
65,640,887	(524,748)	65,116,139	Total General Revenues, Contributed Capital, and Transfers
CHANGE IN NET POSITION			
1,801,176,404	442,586,943	2,243,763,347	NET POSITION - JULY 1
\$ 1,866,817,291	\$ 442,062,195	\$ 2,308,879,486	NET POSITION - JUNE 30

CITY OF OXNARD, CALIFORNIA
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022

	GENERAL	AFFORDABLE HOUSING	DEVELOPMENT FEES FUND
ASSETS			
Cash and investments	\$ 68,170,100	\$ 3,286,632	\$ 59,777,861
Restricted investments with fiscal agents	-	-	-
Accounts and other receivables	3,013,563	112,646	1,069
Due from other funds	5,239,409	-	-
Due from other government	23,578,115	-	-
Due from Successor Agency	277,606	-	-
Lease receivable	273,552	-	-
Advances to other funds	3,589,072	-	-
Notes receivable	-	33,628,083	10,846,230
Total Assets	\$ 104,141,417	\$ 37,027,361	\$ 70,625,160
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES			
LIABILITIES			
Accounts payable	\$ 7,034,781	\$ 65	\$ 145,022
Other liabilities	13,672,641	3,185	4,069,749
Due to other funds	11,929,321	7,480	-
Advances from other funds	13,059,769	-	-
Unearned revenues	12,411	-	-
Total Liabilities	45,708,923	10,730	4,214,771
DEFERRED INFLOW OF RESOURCES			
Deferred inflow on loans	-	33,628,083	10,846,230
Deferred inflow on leases	436,735	-	-
Total Deferred Inflow of Resources	436,735	33,628,083	10,846,230
Total Liabilities and Deferred Inflows of Resources	\$ 46,145,658	\$ 33,638,813	\$ 15,061,001
FUND BALANCES			
Nonspendable			
Advances to other funds	\$ 3,589,072	\$ -	\$ -
Restricted for:			
Debt service	-	-	-
Culture and leisure	-	-	1,157,980
Housing	-	3,388,548	4,206,070
Infrastructure developments	-	-	34,617,111
Maintenance districts	-	-	-
Public safety	-	-	-
Streets and traffic improvements/maintenance	-	-	15,582,998
Transportation systems	-	-	-
Grants	-	-	-
Committed to:			
Measure "O" eligible services	17,028,266	-	-
Capital projects	8,472,939	-	-
General plan maintenance	751,990	-	-
Streets and traffic improvements/maintenance	2,028,122	-	-
Unassigned	26,125,370	-	-
Total Fund Balances	57,995,759	3,388,548	55,564,159
TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCES	\$ 104,141,417	\$ 37,027,361	\$ 70,625,160

The accompanying notes are an integral part of the financial statements.

STATE AND FEDERAL GRANTS FUND	NONMAJOR	TOTAL GOVERNMENT
\$ 36,498,884	\$ 61,392,472	\$ 229,125,949
-	13,580,833	13,580,833
-	112,522	3,239,800
-	21,610	5,261,019
6,767,521	2,344,479	32,690,115
-	38,259	315,865
-	329,130	602,682
-	-	3,589,072
5,708,497	6,647,402	56,830,212
<u>\$ 48,974,902</u>	<u>\$ 84,466,707</u>	<u>\$ 345,235,547</u>

ASSETS

Cash and investments
Restricted investments with fiscal agents
Accounts and other receivables
Due from other funds
Due from other government
Due from Successor Agency
Lease receivable
Advances to other funds
Notes receivable

Total Assets

LIABILITIES AND DEFERRED INFLOWS OF RESOURCES

LIABILITIES

\$ 2,809,276	\$ 2,613,854	\$ 12,602,998
214,638	998,516	18,958,729
2,696,347	627,871	15,261,019
-	-	13,059,769
36,893,137	2,248,198	39,153,746
<u>42,613,398</u>	<u>6,488,439</u>	<u>99,036,261</u>

Total Liabilities

DEFERRED INFLOW OF RESOURCES

Deferred inflow on loans
Deferred inflow on leases

Total Deferred Inflow of Resources

Total Liabilities and Deferred Inflows of Resources

5,708,497	6,647,402	56,830,212
-	359,025	795,760
5,708,497	7,006,427	57,625,972
<u>\$ 48,321,895</u>	<u>\$ 13,494,866</u>	<u>\$ 156,662,233</u>

FUND BALANCES

Nonspendable

Advances to other funds

Restricted for:

Debt service
Culture and leisure
Housing
Infrastructure developments
Maintenance districts
Public safety
Streets and traffic improvements/maintenance
Transportation systems
Grants

Committed to:

Measure "O" eligible services
Capital projects
General plan maintenance
Streets and traffic improvements/maintenance

Unassigned

Total Fund Balances

TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCES

\$ -	\$ -	\$ 3,589,072
-	23,376	23,376
-	8,794,300	9,952,280
-	141,458	7,736,076
-	11,516,713	46,133,824
-	13,326,265	13,326,265
311,299	8,023,507	8,334,806
-	5,409,906	20,992,904
-	1,725,358	1,725,358
505,099	-	505,099
-	-	17,028,266
-	22,010,958	30,483,897
-	-	751,990
-	-	2,028,122
(163,391)	-	25,961,979
653,007	70,971,841	188,573,314
<u>\$ 48,974,902</u>	<u>\$ 84,466,707</u>	<u>\$ 345,235,547</u>

THIS PAGE LEFT INTENTIONALLY BLANK

CITY OF OXNARD, CALIFORNIA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2022

Fund balances of governmental funds		\$ 188,573,314
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Accounts receivable and other assets not reported in the funds		173,877
Land held for resale is not reported in the funds		570,000
Capital assets of \$2,413,686,888 net of accumulated depreciation (\$388,077,240) are not financial resources and, therefore, are not reported in the funds.		1,981,943,872
Deferred outflows for the following are not reported in the governmental funds:		
Deferred loss on refunding	\$ 2,416,703	
Deferred outflow on pension and OPEB plans	<u>53,887,660</u>	56,304,363
Accrued interest payable for the current portion of interest due on long-term liabilities has not been reported in the governmental funds.		(461,885)
Notes receivable in the governmental funds are deferred because they are not available within the prescribed time period after year-end. However, the notes receivable are included on the accrual basis of accounting used in the government-wide financial statements.		63,744,192
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:		
Compensated absences	(14,645,187)	
Notes payable	(23,602)	
Other post-employment liability	(43,035,938)	
Net pension liabilities	(151,673,638)	
Capital leases and bonds payable, net of issuance discounts, issuance premium and prepaid insurance	<u>(97,576,846)</u>	(306,955,211)
Deferred inflows for the following are not reported in the governmental funds:		
Deferred gain on refunding	(609,388)	
Deferred inflow on pension and OPEB plans	<u>(88,088,598)</u>	(88,697,986)
Internal service funds are used by management to charge the costs of certain activities, such as insurance, information services, facilities, and equipment maintenance. The assets and liabilities of the internal service funds are included in the government activities in the statement of net position. Amounts are net of internal payable representing charges in excess of cost to business-type activities.		<u>(28,377,245)</u>
NET POSITION OF GOVERNMENTAL ACTIVITIES		<u>\$ 1,866,817,291</u>

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	<u>GENERAL</u>	<u>AFFORDABLE HOUSING</u>	<u>DEVELOPMENT FEE FUND</u>
REVENUES			
Taxes	\$ 198,112,426	\$ -	\$ -
Licenses and permits	2,607,236	-	-
Intergovernmental	2,208,645	-	-
Growth and development fees	-	-	4,084,445
Charges for services	16,116,832	-	-
Fines and forfeitures	2,541,622	-	-
Interest on investments	300,160	164,559	440,365
Special assessments	508,642	-	111,513
Miscellaneous	(1,653,481)	(96,440)	(1,441,531)
Total Revenues	<u>220,742,082</u>	<u>68,119</u>	<u>3,194,792</u>
EXPENDITURES			
Current			
General government	18,096,013	-	29,279
Public safety	101,788,984	-	-
Transportation	7,215,293	-	9,458
Community development	13,638,012	82,369	520,643
Culture, leisure and libraries	25,279,052	-	11,558
Capital Outlay	3,507,540	-	664,715
Debt Service			
Principal	850,000	-	-
Interest and fiscal charges	468,045	-	-
Total Expenditures	<u>170,842,939</u>	<u>82,369</u>	<u>1,235,653</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>49,899,143</u>	<u>(14,250)</u>	<u>1,959,139</u>
OTHER FINANCING SOURCES (USES)			
Proceeds from debt issuance	-	-	-
Transfers in	2,808,840	-	-
Transfers out	(14,560,290)	-	(557,369)
Total Other Financing Sources (Uses)	<u>(11,751,450)</u>	<u>-</u>	<u>(557,369)</u>
NET CHANGE IN FUND BALANCES	38,147,693	(14,250)	1,401,770
FUND BALANCES, JULY 1	<u>19,848,066</u>	<u>3,402,798</u>	<u>54,162,389</u>
FUND BALANCES, JUNE 30	<u>\$ 57,995,759</u>	<u>\$ 3,388,548</u>	<u>\$ 55,564,159</u>

The accompanying notes are an integral part of the financial statements.

STATE AND FEDERAL GRANTS FUND	NONMAJOR	TOTAL GOVERNMENTAL	
\$ -	\$ 15,792,024	\$ 213,904,450	REVENUES
-	1,095,535	3,702,771	Taxes
41,339,500	11,581,466	55,129,611	Licenses and permits
-	20,430	4,104,875	Intergovernmental
-	1,422,641	17,539,473	Growth and development fees
71,643	244	2,613,509	Charges for services
9,100	141,571	1,055,755	Fines and forfeitures
-	6,312,705	6,932,860	Interest on investments
225,191	(976,213)	(3,942,474)	Special assessments
41,645,434	35,390,403	301,040,830	Miscellaneous
			Total Revenues
			EXPENDITURES
			Current
3,050,818	357,657	21,533,767	General government
2,315,452	16,212,882	120,317,318	Public safety
-	5,562,702	12,787,453	Transportation
4,136,364	1,719,090	20,096,478	Community development
2,726,993	7,465,406	35,483,009	Culture, leisure and libraries
8,123,194	15,796,999	28,092,448	Capital Outlay
-	5,692,675	6,542,675	Debt Service
-	3,405,051	3,873,096	Principal
20,352,821	56,212,462	248,726,244	Interest and fiscal charges
			Total Expenditures
21,292,613	(20,822,059)	52,314,586	EXCESS OF REVENUES OVER (UNDER) EXPENDITURES
			OTHER FINANCING SOURCES (USES)
-	3,300,000	3,300,000	Proceeds from debt issuance
-	34,133,338	36,942,178	Transfers in
(21,440,609)	(43,370)	(36,601,638)	Transfers out
(21,440,609)	37,389,968	3,640,540	Total Other Financing Sources (Uses)
(147,996)	16,567,909	55,955,126	NET CHANGE IN FUND BALANCES
801,003	54,403,932	132,618,188	FUND BALANCES, JULY 1
\$ 653,007	\$ 70,971,841	\$ 188,573,314	FUND BALANCES, JUNE 30

THIS PAGE LEFT INTENTIONALLY BLANK

CITY OF OXNARD, CALIFORNIA
RECONCILIATION OF THE CHANGE IN FUND BALANCES OF THE
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022

Amounts reported for governmental activities in the statement of activities are different because:

Net Change in Fund Balances - Total Governmental Funds	\$ 55,955,126
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense (\$23,595,139) exceeded capital outlay (\$18,950,392), that was capitalized in the current period.	(4,644,747)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Change in accounts and notes receivables	(468,141)
In the governmental funds, the proceeds from disposal of capital assets are reflected regardless of whether a gain or loss is realized, whereas in the statement of activities, gains (losses) are reported.	
Loss on sale of assets	(324,864)
Some expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in governmental funds. These include:	
Change in accrued interest	14,945
Change in deferred gains/losses on refunding	(93,416)
Change in compensated absences	1,212,863
Change in pension and OPEB liabilities	7,836,898
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the net effect of premiums, discounts, and similar items when debt is first issued; whereas, these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	
Total principal repayments net of bond (discount)/premium.	3,484,869
Net income of internal service funds is reported with governmental activities.	<u>2,667,354</u>
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ 65,640,887</u>

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2022

	WATER	WASTEWATER	ENVIRONMENTAL RESOURCES
ASSETS			
Current Assets			
Cash and investments	\$ 54,004,097	\$ 69,509,984	\$ 22,383,480
Restricted investments with fiscal agent	19,026,300	114	7,139,788
Accounts and other receivable (net of allowance for doubtful accounts)	8,616,056	7,202,043	5,628,608
Due from other funds	4,426,904	3,989,030	2,751,714
Other assets	143,352	242,663	-
Total Current Assets	86,216,709	80,943,834	37,903,590
Noncurrent Assets			
Notes receivable (net of allowance for doubtful accounts)	-	777,000	-
Advances to other funds	4,473,526	2,838,194	2,606,065
Total Noncurrent Assets	4,473,526	3,615,194	2,606,065
Capital Assets			
Land	1,960,229	2,310,476	3,851,164
Construction in progress	27,829,118	4,723,300	1,882,920
Buildings and improvements	63,971,156	131,500,051	23,246,557
Machinery, equipment and vehicles	55,651,318	42,996,082	26,069,754
Infrastructure	212,144,323	201,270,904	2,839,837
Less: Accumulated depreciation	(120,191,291)	(167,294,400)	(25,405,539)
Total Capital Assets (net of accumulated depreciation)	241,364,853	215,506,413	32,484,693
Total Assets	332,055,088	300,065,441	72,994,348
DEFERRED OUTFLOW OF RESOURCES			
Deferred amount on refunding	1,806,537	380,319	-
Deferred outflow on pension plans	1,983,490	2,531,309	4,608,712
Deferred outflow on other post-employment benefit plans	621,293	1,027,217	1,097,507
Total Deferred Outflow of Resources	4,411,320	3,938,845	5,706,219
LIABILITIES			
Current Liabilities			
Accounts payable	7,543,020	2,227,145	5,314,845
Compensated absences payable - current	385,365	471,702	964,556
Self-insurance claims - current	-	-	-
Deferred revenue	-	-	93,820
Other liabilities	1,554,268	891,933	1,080,775
Due to other funds	35,000	992,214	-
Capital leases and revenue bonds - current	5,362,121	5,285,000	1,908,231
Total Current Liabilities	14,879,774	9,867,994	9,362,227
Noncurrent Liabilities			
Compensated absences payable	205,707	251,793	514,878
Net pension liabilities	4,985,070	8,481,122	9,088,747
Other post-employment benefits payable	2,263,043	3,676,631	5,255,094
Self-insurance claims	-	-	-
Other liabilities	1,048,569	31,609	89,526
Advances from other funds	-	-	-
Capital leases and revenue bonds, net of current portion and discount/premium	167,650,552	86,038,079	9,963,927
Total Noncurrent Liabilities	176,152,941	98,479,234	24,912,172
Total Liabilities	191,032,715	108,347,228	34,274,399

The accompanying notes are an integral part of the financial statements.

GOLF COURSE	OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	INTERNAL SERVICE FUNDS	
\$ 6,639,551	\$ 16,093,421	\$ 168,630,533	\$ 24,119,314	ASSETS
-	2,673,337	28,839,539	-	Current Assets
8,863	564,145	22,019,715	2,097	Cash and investments
-	-	11,167,648	-	Restricted investments with fiscal agent
-	117,987	504,002	-	Accounts and other receivable (net of allowance for doubtful accounts)
6,648,414	19,448,890	231,161,437	24,121,411	Due from other funds
-	3,569,930	4,346,930	-	Other assets
-	-	9,917,785	777,488	Total Current Assets
-	3,569,930	14,264,715	777,488	Noncurrent Assets
28,117,344	9,300,258	45,539,471	-	Notes receivable (net of allowance for doubtful accounts)
-	746,044	35,181,382	156,292	Advances to other funds
29,381,197	40,656,565	288,755,526	435,410	Total Noncurrent Assets
13,951	2,089,823	126,820,928	7,223,917	Capital Assets
-	-	416,255,064	-	Land
(13,846,716)	(37,257,740)	(363,995,686)	(6,465,603)	Construction in progress
43,665,776	15,534,950	548,556,685	1,350,016	Buildings and improvements
50,314,190	38,553,770	793,982,837	26,248,915	Machinery, equipment and vehicles
-	-	2,186,856	-	Infrastructure
-	1,858,350	10,981,861	3,088,957	Less: Accumulated depreciation
-	585,563	3,331,580	1,199,564	Total Capital Assets (net of accumulated depreciation)
-	2,443,913	16,500,297	4,288,521	Total Assets
				DEFERRED OUTFLOW OF RESOURCES
				Deferred amount on refunding
				Deferred outflow on pension plans
				Deferred outflow on other post-employment benefit plans
				Total Deferred Outflow of Resources
				LIABILITIES
				Current Liabilities
669,794	454,055	16,208,859	2,006,711	Accounts payable
-	241,060	2,062,683	460,982	Compensated absences payable - current
-	-	-	8,430,840	Self-insurance claims - current
-	88,373	182,193	-	Deferred revenue
905,129	693,703	5,125,808	453,312	Other liabilities
140,434	-	1,167,648	-	Due to other funds
-	679,710	13,235,062	-	Capital leases and revenue bonds - current
1,715,357	2,156,901	37,982,253	11,351,845	Total Current Liabilities
-	362,287	1,334,665	246,071	Noncurrent Liabilities
-	5,421,843	27,976,782	11,454,066	Compensated absences payable
-	2,847,254	14,042,022	4,684,628	Net pension liabilities
-	-	-	27,671,127	Other post-employment benefits payable
-	275,350	1,445,054	-	Self-insurance claims
447,088	777,488	1,224,576	-	Other liabilities
-	430,000	264,082,558	-	Advances from other funds
447,088	10,114,222	310,105,657	44,055,892	Capital leases and revenue bonds, net of current portion and discount/premium
2,162,445	12,271,123	348,087,910	55,407,737	Total Noncurrent Liabilities
				Total Liabilities

STATEMENT OF NET POSITION (Continued)
PROPRIETARY FUNDS

	<u>WATER</u>	<u>WASTEWATER</u>	<u>ENVIRONMENTAL RESOURCES</u>
DEFERRED INFLOW OF RESOURCES			
Deferred inflow on pension plans	\$ 3,616,647	\$ 4,122,151	\$ 8,005,217
Deferred inflow on other post-employment benefit plans	130,557	193,358	318,404
Total Deferred Inflow of Resources	<u>3,747,204</u>	<u>4,315,509</u>	<u>8,323,621</u>
NET POSITION			
Net investment in capital assets	89,185,017	124,563,653	27,752,323
Restricted for housing assistance payments	-	-	-
Restricted for infrastructure development	22,813,346	14,301,915	1,776,209
Restricted for debt service	2,653,250	65,789	-
Unrestricted	27,034,876	52,410,192	6,574,015
TOTAL NET POSITION	<u>\$ 141,686,489</u>	<u>\$ 191,341,549</u>	<u>\$ 36,102,547</u>

Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds

NET POSITION OF BUSINESS-TYPE ACTIVITIES

The accompanying notes are an integral part of the financial statements.

GOLF COURSE	OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	INTERNAL SERVICE FUNDS	
\$ -	\$ 2,261,169	\$ 18,005,184	\$ 4,858,660	DEFERRED INFLOW OF RESOURCES
-	77,700	720,019	256,110	Deferred inflow on pension plans
-	2,338,869	18,725,203	5,114,770	Deferred inflow on other post-employment benefit plans
				Total Deferred Inflow of Resources

				NET POSITION
43,665,776	15,534,950	300,701,719	1,350,016	Net investment in capital assets
-	379,370	379,370	-	Restricted for housing assistance payments
-	1,591,908	40,483,378	-	Restricted for infrastructure development
-	656,865	3,375,904	-	Restricted for debt service
4,485,969	8,224,598	98,729,650	(31,335,087)	Unrestricted
<u>\$ 48,151,745</u>	<u>\$ 26,387,691</u>	<u>443,670,021</u>	<u>\$ (29,985,071)</u>	TOTAL NET POSITION

(1,607,826)
\$ 442,062,195

Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds
NET POSITION OF BUSINESS-TYPE ACTIVITIES

CITY OF OXNARD, CALIFORNIA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	WATER	WASTEWATER	ENVIRONMENTAL RESOURCES
OPERATING REVENUES			
Charges for services	\$ 59,327,493	\$ 45,164,950	\$ 44,369,246
Connection fees	82,588	1,222,958	-
Rental income	-	-	-
Grant revenue for operations	-	-	-
Miscellaneous and reimbursements	(2,198,697)	(2,939,876)	(1,003,248)
Total Operating Revenues	<u>57,211,384</u>	<u>43,448,032</u>	<u>43,365,998</u>
OPERATING EXPENSES			
Salaries and wages	7,666,104	8,751,825	20,601,906
Contractual services	3,961,273	2,071,085	3,245,712
Housing assistance payments	-	-	-
Operating supplies	27,085,561	2,649,399	2,713,155
Utilities	1,066,984	4,211,837	9,199,875
Depreciation and amortization	7,195,129	7,735,086	1,755,063
General and administrative	4,032,387	4,389,923	5,559,369
Repairs and maintenance	9,212,121	2,409,170	4,268,618
Claims expenses	-	-	-
Total Operating Expenses	<u>60,219,559</u>	<u>32,218,325</u>	<u>47,343,698</u>
OPERATING INCOME (LOSS)	<u>(3,008,175)</u>	<u>11,229,707</u>	<u>(3,977,700)</u>
NONOPERATING REVENUES (EXPENSES)			
Grant revenue - noncapital	-	-	-
Fraud recovery	-	-	-
(Loss)/gain on disposition of capital assets	(4,344)	(103,755)	-
Interest on investments	232,737	327,986	118,146
Interest expense	(6,798,611)	(3,733,364)	(70,647)
Cost of issuance	(122,000)	-	-
Net Nonoperating Revenues (Expenses)	<u>(6,692,218)</u>	<u>(3,509,133)</u>	<u>47,499</u>
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	<u>(9,700,393)</u>	<u>7,720,574</u>	<u>(3,930,201)</u>
CAPITAL CONTRIBUTIONS	-	-	-
TRANSFERS OUT	<u>(26,220)</u>	<u>(29,757)</u>	<u>(74,920)</u>
CHANGES IN NET POSITION	<u>(9,726,613)</u>	<u>7,690,817</u>	<u>(4,005,121)</u>
NET POSITION, JULY 1	<u>151,413,102</u>	<u>183,650,732</u>	<u>40,107,668</u>
NET POSITION, JUNE 30	<u>\$ 141,686,489</u>	<u>\$ 191,341,549</u>	<u>\$ 36,102,547</u>

Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds

CHANGES IN NET POSITION OF BUSINESS-TYPE ACTIVITIES

The accompanying notes are an integral part of the financial statements.

GOLF COURSE	OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	INTERNAL SERVICE FUND	
\$ 6,185,620	\$ -	\$ 155,047,309	\$ 39,327,331	OPERATING REVENUES
-	-	1,305,546	-	Charges for services
-	4,699,030	4,699,030	-	Connection fees
-	24,456,627	24,456,627	-	Rental income
212,660	596,604	(5,332,557)	155,818	Grant revenue for operations
6,398,280	29,752,261	180,175,955	39,483,149	Miscellaneous and reimbursements
				Total Operating Revenues
				OPERATING EXPENSES
32,388	-	37,052,223	9,166,866	Salaries and wages
3,502,505	-	12,780,575	4,512,697	Contractual services
-	21,463,147	21,463,147	-	Housing assistance payments
-	-	32,448,115	4,741,277	Operating supplies
658,369	791,750	15,928,815	1,383,781	Utilities
582,917	765,952	18,034,147	379,644	Depreciation and amortization
279,350	3,786,794	18,047,823	6,365,106	General and administrative
257,559	1,927,987	18,075,455	1,055,525	Repairs and maintenance
-	-	-	8,000,922	Claims expenses
5,313,088	28,735,630	173,830,300	35,605,818	Total Operating Expenses
1,085,192	1,016,631	6,345,655	3,877,331	OPERATING INCOME (LOSS)
				NONOPERATING REVENUES (EXPENSES)
-	184,000	184,000	-	Grant revenue - noncapital
-	27,620	27,620	-	Fraud recovery
-	583,092	474,993	(22,312)	(Loss)/gain on disposition of capital assets
-	4,655	683,524	-	Interest on investments
(22,997)	(59,164)	(10,684,783)	-	Interest expense
-	-	(122,000)	-	Cost of issuance
(22,997)	740,203	(9,436,646)	(22,312)	Net Nonoperating Revenues (Expenses)
				INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS
1,062,195	1,756,834	(3,090,991)	3,855,019	CAPITAL CONTRIBUTIONS
-	1,719,118	1,719,118	-	TRANSFERS OUT
-	-	(130,897)	(209,643)	
1,062,195	3,475,952	(1,502,770)	3,645,376	CHANGES IN NET POSITION
47,089,550	22,911,739		(33,630,447)	NET POSITION, JULY 1
\$ 48,151,745	\$ 26,387,691		\$ (29,985,071)	NET POSITION, JUNE 30
		978,022		Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds
		\$ (524,748)		CHANGES IN NET POSITION OF BUSINESS-TYPE ACTIVITIES

CITY OF OXNARD, CALIFORNIA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	WATER	WASTEWATER	ENVIRONMENTAL RESOURCES
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 54,296,410	\$ 42,839,010	\$ 43,223,517
Payments to suppliers	(41,297,015)	(14,712,854)	(21,317,268)
Payments to employees	(8,593,315)	(9,869,984)	(23,338,265)
Payments for housing assistance and notes receivable	-	-	-
Receipts from operating grants	-	-	-
Cash paid to claimants	-	-	-
Net Cash Provided By (Used In) Operating Activities	<u>4,406,080</u>	<u>18,256,172</u>	<u>(1,432,016)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Collection/(issuance) of advances	5,238,106	3,596,180	3,302,057
Principal paid on long-term debt	-	-	-
Interest and other fees paid	-	-	-
Notes receivable collected	-	22,200	-
Cash received from noncapital grants	-	-	-
Transfers out	(26,220)	(29,757)	(74,920)
Net Cash Provided By (Used In) Noncapital Financing Activities	<u>5,211,886</u>	<u>3,588,623</u>	<u>3,227,137</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Purchases of capital assets	(17,016,944)	(2,085,585)	(11,454,358)
Disposals of capital assets	107,404	41,905	126,974
Proceeds from long-term debt issued	24,159,946	-	10,255,000
Interest and issuance cost paid on long-term debt	(7,306,160)	(4,396,501)	(64,835)
Principal paid on long-term debt	(27,583,263)	(5,035,000)	(2,038,615)
Cash received from capital grants	-	-	-
Net Cash Provided By (Used In) Capital and Related Financing Activities	<u>(27,639,017)</u>	<u>(11,475,181)</u>	<u>(3,175,834)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest on investments	<u>232,737</u>	<u>327,986</u>	<u>118,146</u>
Net Cash Provided By (Used In) Investing Activities	<u>232,737</u>	<u>327,986</u>	<u>118,146</u>
NET INCREASE (DECREASE) IN CASH AND INVESTMENTS	(17,788,314)	10,697,600	(1,262,567)
CASH AND INVESTMENTS, JULY 1	<u>90,818,711</u>	<u>58,812,498</u>	<u>30,785,835</u>
CASH AND INVESTMENTS, JUNE 30	<u>\$ 73,030,397</u>	<u>\$ 69,510,098</u>	<u>\$ 29,523,268</u>
Cash and investments	\$ 54,004,097	\$ 69,509,984	\$ 22,383,480
Restricted investments with fiscal agent	<u>19,026,300</u>	<u>114</u>	<u>7,139,788</u>
	<u>\$ 73,030,397</u>	<u>\$ 69,510,098</u>	<u>\$ 29,523,268</u>

The accompanying notes are an integral part of the financial statements.

GOLF COURSE	OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	INTERNAL SERVICE FUNDS	
				CASH FLOWS FROM OPERATING ACTIVITIES
\$ 6,399,920	\$ 6,527,782	\$ 153,286,639	\$ 39,499,568	Receipts from customers and users
(3,249,134)	(4,349,660)	(84,925,931)	(17,014,480)	Payments to suppliers
(32,508)	(4,481,188)	(46,315,260)	(10,550,319)	Payments to employees
-	(21,482,667)	(21,482,667)	-	Payments for housing assistance and notes receivable
-	24,312,242	24,312,242	-	Receipts from operating grants
-	-	-	(7,163,530)	Cash paid to claimants
<u>3,118,278</u>	<u>526,509</u>	<u>24,875,023</u>	<u>4,771,239</u>	Net Cash Provided By (Used In) Operating Activities
				CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES
(136,345)	-	11,999,998	50,613	Collection/(issuance) of advances
-	(390,000)	(390,000)	-	Principal paid on long-term debt
-	(60,095)	(60,095)	-	Interest and other fees paid
-	-	22,200	-	Notes receivable collected
-	184,000	184,000	-	Cash received from noncapital grants
-	-	(130,897)	(209,643)	Transfers out
<u>(136,345)</u>	<u>(266,095)</u>	<u>11,625,206</u>	<u>(159,030)</u>	Net Cash Provided By (Used In) Noncapital Financing Activities
				CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES
-	(1,393,296)	(31,950,183)	(6,096)	Purchases of capital assets
-	3,133	279,416	-	Disposals of capital assets
-	-	34,414,946	-	Proceeds from long-term debt issued
(22,997)	-	(11,790,493)	-	Interest and issuance cost paid on long-term debt
-	-	(34,656,878)	-	Principal paid on long-term debt
-	1,719,118	1,719,118	-	Cash received from capital grants
<u>(22,997)</u>	<u>328,955</u>	<u>(41,984,074)</u>	<u>(6,096)</u>	Net Cash Provided By (Used In) Capital and Related Financing Activities
				CASH FLOWS FROM INVESTING ACTIVITIES
-	4,655	683,524	-	Interest on investments
<u>-</u>	<u>4,655</u>	<u>683,524</u>	<u>-</u>	Net Cash Provided By (Used In) Investing Activities
				NET INCREASE (DECREASE) IN CASH AND INVESTMENTS
2,958,936	594,024	(4,800,321)	4,606,113	
<u>3,680,615</u>	<u>18,172,734</u>	<u>202,270,393</u>	<u>19,513,201</u>	CASH AND INVESTMENTS, JULY 1
<u>\$ 6,639,551</u>	<u>\$ 18,766,758</u>	<u>\$ 197,470,072</u>	<u>\$ 24,119,314</u>	CASH AND INVESTMENTS, JUNE 30
\$ 6,639,551	\$ 16,093,421	\$ 168,630,533	\$ -	Cash and investments
-	2,673,337	28,839,539	-	Restricted investments with fiscal agent
<u>\$ 6,639,551</u>	<u>\$ 18,766,758</u>	<u>\$ 197,470,072</u>	<u>\$ -</u>	

STATEMENT OF CASH FLOWS (Continued)
PROPRIETARY FUNDS

	<u>WATER</u>	<u>WASTEWATER</u>	<u>ENVIRONMENTAL RESOURCES</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES			
OPERATING INCOME (LOSS)	\$ (3,008,175)	\$ 11,229,707	\$ (3,977,700)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided By (Used In) Operating Activities			
Depreciation and amortization	7,195,129	7,735,086	1,755,063
Other revenue	-	-	-
Changes in Operating Assets and Liabilities			
(Increase) decrease in accounts receivable and due from other funds and governments	339,521	1,405,978	1,653,382
(Increase) decrease in other assets	9,944	20,000	-
Increase (decrease) in accounts payable and other liabilities	794,955	(1,068,578)	1,625,864
Increase (decrease) in compensated absences	28,318	(78,423)	(78,187)
Increase (decrease) in OPEB payable	130,016	217,482	219,846
Increase (decrease) in net pension liabilities	(1,083,628)	(1,205,080)	(2,630,284)
Increase (decrease) in self-insurance liabilities	-	-	-
Net Cash Provided By (Used In) Operating Activities	<u>\$ 4,406,080</u>	<u>\$ 18,256,172</u>	<u>\$ (1,432,016)</u>

The accompanying notes are an integral part of the financial statements.

GOLF COURSE	OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	INTERNAL SERVICE FUNDS	
\$ 1,085,192	\$ 1,016,631	\$ 6,345,655	\$ 3,877,331	RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES
				OPERATING INCOME (LOSS)
				Adjustments to Reconcile Operating Income (Loss)
				to Net Cash Provided By (Used In) Operating Activities
582,917	765,952	18,034,147	379,644	Depreciation and amortization
-	27,620	27,620	-	Other revenue
				Changes in Operating Assets and Liabilities
				(Increase) decrease in accounts receivable and
1,640	(253,931)	3,146,590	16,419	due from other funds
-	806,877	836,821	120,375	(Increase) decrease in other assets
				Increase (decrease) in accounts payable and
1,448,529	(2,962)	2,797,808	807,729	other liabilities
-	(1,400)	(129,692)	(229,838)	Increase (decrease) in compensated absences
-	193,632	760,976	498,083	Increase (decrease) in OPEB payable
-	(2,025,910)	(6,944,902)	(1,535,896)	Increase (decrease) in net pension liabilities
-	-	-	837,392	Increase (decrease) in self-insurance liabilities
<u>\$ 3,118,278</u>	<u>\$ 526,509</u>	<u>\$ 24,875,023</u>	<u>\$ 4,771,239</u>	Net Cash Provided By (Used In) Operating Activities

CITY OF OXNARD, CALIFORNIA
STATEMENT OF FIDUCIARY NET POSITION
JUNE 30, 2022

	OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY PRIVATE PURPOSE TRUST FUND	RETIREMENT ENHANCEMENT DEFINED BENEFIT PENSION TRUST FUND	CUSTODIAL FUNDS
ASSETS			
Cash and investments	\$ 7,625,255	\$ -	\$ 6,548,351
Investment with fiscal agents			
Certificates of deposit	3,372,582	-	2,662,984
Mutual funds	-	96,494,313	-
Total investment with fiscal agents	3,372,582	96,494,313	2,662,984
Accounts and other receivables	-	173,404	-
Due from other governments	-	-	112,289
Notes receivable, net of uncollectible	571,563	-	-
Properties held for resale	921,192	-	-
Capital Assets			
Buildings and improvements (net of depreciation)	12,145,231	-	-
Infrastructure (net of depreciation)	17,798,397	-	-
Total Assets	42,434,220	96,667,717	9,323,624
LIABILITIES			
Accounts payable	\$ 1,956,913	\$ -	\$ 148,236
Other liabilities	439,931	-	-
Due to City of Oxnard	314,482	-	-
Long-term debt - due within one year	1,920,000	-	-
Long-term debt - due in more than one year	25,370,000	-	-
Retainage Payable	-	-	4,154
TOTAL LIABILITIES	30,001,326	-	152,390
NET POSITION			
Restricted for:			
Held in trust for Successor Agency	12,432,894	-	-
Individuals, organizations, and other governments	-	-	9,171,234
Pensions	-	96,667,717	-
TOTAL NET POSITION	\$ 12,432,894	\$ 96,667,717	\$ 9,171,234

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED JUNE 30, 2022

	OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY PRIVATE PURPOSE TRUST FUND	RETIREMENT ENHANCEMENT DEFINED BENEFIT PENSION TRUST FUND	CUSTODIAL FUNDS
ADDITIONS			
Taxes	\$ 7,193,120	\$ -	\$ 696,855
Special assessments	-	-	3,878,059
Contributions			
Employer	-	3,171,925	-
Plan members	-	1,610,537	-
Investment income	127,146	(12,567,159)	(60,580)
Investment expense	-	(215,978)	-
Net investment income	127,146	(12,783,137)	(60,580)
Miscellaneous income	10,000	-	2,045
Total Additions	<u>7,330,266</u>	<u>(8,000,675)</u>	<u>4,516,379</u>
DEDUCTIONS			
Administrative costs			
Salaries and wages	34,752	-	-
Benefit distributions	-	4,910,245	-
Administrative costs	105,818	-	43,527
Professional services	97,023	-	17,709
Depreciation	1,301,788	-	-
Project improvements	3,565,939	-	83,070
Distributions to individuals, organizations, and bond trustees	-	-	6,103,758
Debt Service			
Interest and fiscal charges	1,351,808	-	-
Total Deductions	<u>6,457,128</u>	<u>4,910,245</u>	<u>6,248,064</u>
CHANGE IN NET POSITION	<u>873,138</u>	<u>(12,910,920)</u>	<u>(1,731,685)</u>
NET POSITION - JULY 1, 2021	<u>11,559,756</u>	<u>109,578,637</u>	<u>10,902,919</u>
NET POSITION - JUNE 30, 2022	<u>\$ 12,432,894</u>	<u>\$ 96,667,717</u>	<u>\$ 9,171,234</u>

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies

A. Reporting Entity

The City of Oxnard, California (City) was incorporated as a general law city on June 30, 1903 and operates under the council-manager form of government. The City is governed by an elected Mayor and six Council members. Other elected positions include the City Clerk and City Treasurer. The accompanying basic financial statements present the financial position and results of operations of the City (the primary government) and its component units. For financial reporting purposes, the City has included all funds, organizations, agencies, boards, commissions, and authorities, and has considered all potential component units for which the City is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization; or (2) the potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the City.

Blended Component Units

City of Oxnard Financing Authority. The Oxnard Financing Authority (Authority) is a separate government entity whose purpose is to assist with the financing or refinancing of certain public capital facilities within the City. The Authority has the power to purchase bonds issued by any local agency at public or negotiated sales and may sell such bonds to public or private purchasers at public or negotiated sales. The Authority is controlled by the City and has the same governing body as the City and the City has operational responsibility for the Authority. City staff perform all accounting and administrative functions of the Authority. The debt service of the Authority is included in the Debt Service Fund, Water Enterprise Fund, Wastewater Enterprise Fund, and Environmental Resources Enterprise Fund.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**
A. **Reporting Entity (Continued)**

Blended Component Units (Continued)

Housing Authority of the City of Oxnard. The Housing Authority of the City of Oxnard (Housing Authority) was established in April 1945 by ordinance of the City Council. The Housing Authority is a public entity organized under the laws of California's Health and Safety Code for the purpose of providing safe, decent, and sanitary housing for qualified economically disadvantaged and elderly individuals in areas where a shortage of such housing exists. To accomplish this purpose, the Housing Authority entered into Annual Contributions Contracts with the U.S. Department of Housing and Urban Development (HUD) to operate assisted housing programs, such as Local Housing Authority Owned Housing, Section 8, and Modernization. The City Council and two tenant representatives serve as the governing board of the Housing Authority. The Housing Authority's governing body is substantively the same as the governing body of the City and the City has operational responsibility for the Housing Authority. The Housing Authority's operations have been included in the City's business-type activities in the accompanying Government-Wide Financial Statements. The Housing Authority prepares separate financial statements, which can be obtained from the Housing Authority's Financial Services Division at 435 S. D St., Oxnard, CA 93030.

B. **Financial Statements Presentation**

In accordance with Governmental Accounting Standards Board Statement No. 34, the City's basic financial statements consist of the following:

- Government-Wide Financial Statements;
- Fund Financial Statements; and
- Notes to the Basic Financial Statements.

Government-Wide Financial Statements

The City's Government-Wide Financial Statements include a Statement of Net Position and a Statement of Activities. These statements present financial information for the City as a whole, while distinguishing between governmental and business-type activities. Fiduciary activities of the City are not included in these statements.

Most of the City's basic services are considered to be governmental activities, including general government, public safety, transportation, community development, culture, leisure, and library services. Property tax, sales tax, transient occupancy tax, franchise tax, business license tax, and user fees and charges financially support these activities.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**
B. **Financial Statements Presentation (Continued)**

Government-Wide Financial Statements (Continued)

The City's enterprise operations are classified as business-type activities. These operations consist of water, wastewater, environmental resources, golf course, and housing. These activities generally recover the cost of providing services from customer fees and charges.

Government-Wide Financial Statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, including capital assets and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned, while expenses are recognized in the period in which the liability is incurred. The types of transactions reported as program revenues for the City are reported in three categories: (1) charges for services; (2) operating grants and other contributions; and (3) capital grants and contributions.

The Statement of Activities demonstrates the degree to which expenses, both direct and indirect, of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect expenses are allocated based on the City's cost allocation plan. Program revenues include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and (2) operating and capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Certain eliminations have been made in regards to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated, with the exception of those representing balances between the governmental activities and the business-type activities. In the Statement of Activities, net internal service fund transactions have been allocated back to the governmental and business-type activities generating the net income or loss. In the Statement of Net Position, internal service assets and liabilities have been combined with the governmental funds and presented as governmental activities.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**
B. **Financial Statements Presentation (Continued)**

Government-Wide Financial Statements (Continued)

A reconciliation of the difference between the Governmental Fund Financial Statements and the Government-Wide Financial Statements is provided as part of the Governmental Fund Financial Statements.

Fund Financial Statements

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflow of resources, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Governmental Fund Financial Statements

Governmental Fund Financial Statements include a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances for the major governmental funds. Non-Major Governmental Funds are combined for presentation in Governmental Fund Statements. The following funds have been determined to be the City's major governmental funds:

- General Fund: This fund group is always a major fund and is used to account for all financial resources traditionally associated with government activities, which are not legally required to be accounted for in another fund.
- The Affordable Housing Fund was created due to the dissolution of the Oxnard Redevelopment Agency. In accordance with Health and Safety Code Section 34176(b)(2), on February 1, 2013, all rights, powers, assets, liabilities, duties, and obligations of the Low and Moderate Income Housing Fund (previously part of the former Oxnard Redevelopment Agency) were transferred to the Affordable Housing special revenue fund. The fund is used to account for funds to be used for low and moderate income housing projects.
- Development Fees Fund is a special revenue fund that accounts for development fees that the City collects on new development to provide resources for special projects such as parks, storm drainage facilities, traffic improvements, utility undergrounding, and community development.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**
B. **Financial Statements Presentation (Continued)**

Governmental Fund Financial Statements (Continued)

- State and Federal Grants Fund is a special revenue fund that accounts for state and federal grants.

Governmental funds are accounted for using a "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. The City considers revenues available if they are collected within 60 days after year-end. Property tax, sales tax, intergovernmental revenues, and other taxes are accrued as appropriate. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met. The availability period for revenue recognition for grants receivable is one year after the year-end. Expenditures are recorded in the accounting period in which the related fund liability is incurred and due within one year, except for unmatured principal and interest on long-term debt, which is recognized when due.

Proprietary Fund Financial Statements

Proprietary Fund Financial Statements include a Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows for each major fund. A column representing Internal Service Funds in total is also presented in these statements.

The proprietary funds are used to account for operations that are financed and operated in a manner similar to private business enterprises wherein the cost of goods and services to the general public are financed or recovered primarily through user charges. The following enterprise funds have been determined to be the City's major proprietary funds:

- **Water Fund:** This fund is used to account for all activities of the City's water production, treatment, and distribution system. Revenues are derived mainly from metered water services, connection fees, and installation charges.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**
B. **Financial Statements Presentation (Continued)**

Proprietary Fund Financial Statements (Continued)

- Wastewater Fund: This fund is used to account for all sewer activities related to conveyance and treatment services. Revenues are derived mainly from sewer service charges, connection fees, and treatment plant charges.
- Environmental Resources Fund: This fund is used to account for the activities related to collection and disposal of refuse throughout the City. Revenues are mainly derived from collection service fees and sales of recyclable materials.
- Golf Course Fund: This fund is used to account for the activities related to the operation and maintenance of the City's River Ridge golf course. Revenues are derived from golfing fees, merchandise, and facility rentals and food & beverage sales for private events.
- Oxnard Housing Authority: This fund is used to account for the receipts and disbursements of funds received from the U.S. Department of Housing and Urban Development (HUD) to provide housing assistance, such as the rental assistance programs for low income residents and senior citizens under Section 8 of the Federal Housing Act of 1937, as amended.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) are included within the Statement of Net Position. The Statement of Revenues, Expenses, and Changes in Net Position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned, while expenses are recognized in the period in which the liability is incurred.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with proprietary funds' principal ongoing operations. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses. When both restricted and unrestricted resources are available for use, it is the City's policy to use the restricted resources first, then unrestricted resources as they are needed.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**
B. **Financial Statements Presentation (Continued)**

Proprietary Fund Financial Statements (Continued)

Internal service funds account for services to other departments on a cost-recovery basis. Internal service funds include workers' compensation, public liability and property damage, utility customer services, information systems, facilities maintenance, and equipment maintenance. Internal service funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Internal service funds are reported in total on the proprietary funds statements.

Fiduciary Fund Financial Statements

Fiduciary fund financial statements include a Statement of Fiduciary Net Position and Statement of Changes in Fiduciary Net Position. The City's fiduciary funds consist of a Private Purpose Trust Fund, a Pension Trust Fund, and Custodial Funds. The Trust Funds are as follows:

- Oxnard Community Development Commission Successor Agency Private Purpose Trust Fund: This fund accounts for the assets and activities of the former redevelopment agency pursuant to AB 1X 26.
- Retirement Enhancement Defined Benefit Pension Trust Fund: This fund accounts for the assets and activities of the Mass Mutual Retirement Enhancement Plan.

The Custodial Funds are used to report fiduciary activities that are not required to be reported in pension trust funds, investment trust funds, or private-purpose trust funds. The City's custodial funds are as follows:

- Improvement Districts Fund: This fund is used to account for various limited obligation improvement bonds issued by the Improvement Districts and Mello-Roos Community Facilities Districts within the City, wherein bond proceeds are used to finance land acquisition and public improvements of the various assessment districts within the City. Neither the faith, credit, nor the taxing power of the City or any of its political subdivisions is pledged to the payment of the bonds. Property owners within the assessment district are assessed through the County property tax bills and the money collected is used to pay the annual debt service requirements.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**
B. **Financial Statements Presentation (Continued)**

Fiduciary Fund Financial Statements (Continued)

- Oxnard PD Property Room Fund: This fund accounts for assets held in temporary police custody.
- Oxnard Downtown Management District Fund: This fund accounts for property tax collected within the downtown area for downtown improvements and revitalizations. Funds are collected and distributed to the Oxnard Downtown Management District, a non-profit corporation.
- Riverpark JPA Fund: This fund is used to account for assets and liabilities of the Riverpark Reclamation and Recharge Authority.

The fiduciary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting.

C. **New Accounting Pronouncements**

Adopted

Statement No. 87, *Leases*. This statement establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. With the implementation of this statement, the City recognized leases receivable and deferred inflow of resources on leases.

Statement No. 92, *Omnibus 2020*. GASB Statement No. 92 addresses a variety of topics related to post-employment benefits and other issues. The adoption of this statement had no significant impact on the City's financial statements.

Statement No. 93, *Replacement of Interbank Offered Rates*. GASB Statement No. 93 addresses the accounting and financial reporting effects of replacement of interbank offering rates with other reference rates in agreements which reference an interbank offering rate. The adoption of this statement had no significant impact on the City's financial statements.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

C. New Accounting Pronouncements (Continued)

Adopted (Continued)

Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*. GASB Statement No. 97 clarifies the criteria used in determining whether a fiduciary component unit exists and clarifies financial reporting for Internal Revenue Code section 457 deferred compensation plans. The adoption of this statement had no significant impact on the City's financial statements.

Not Adopted

The GASB issued several pronouncements prior to June 30, 2022, that have effective dates that may impact future financial presentations. The impact of the implementation of these Statements to the City's financial statements has not been assessed at this time.

Statement No. 91, *Conduit Debt Obligations*. GASB Statement No. 91 clarifies the definition of conduit debt and establishes new recognition, measurement, and disclosure requirements. The requirements of this Statement are effective for reporting periods beginning after December 15, 2021.

Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. GASB Statement No. 94 establishes standards for public-private and public-public partnerships (PPPs) and availability payment arrangements. A PPP is an arrangement in which a government contracts with an operator to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. An availability payment arrangement is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction. The new standard requires reporting of related assets and deferred inflows that currently are not reported and is effective for periods beginning after June 15, 2022.

Statement No. 96, *Subscription-Based Information Technology Arrangements*. GASB Statement No. 96 defines such arrangements as contracts that convey control of the right to use another party's information technology software, alone or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction. The new standard is effective for periods beginning after June 15, 2022.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

C. New Accounting Pronouncements (Continued)

Not Adopted (Continued)

Statement No. 99, *Omnibus 2022*. GASB Statement No. 99 requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34, as amended, and terminology updates related to Statement 53 and Statement 63 are effective upon issuance. Also, the requirements related to leases, PPPs, and SBITAs are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. The requirements also related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

Statement No. 100, *Accounting Changes and Error Corrections*. GASB Statement No. 100 prescribes accounting and financial reporting for (1) each category of accounting change and (2) error corrections. Statement 101 also addresses how accounting changes and error corrections should be displayed in financial statements, disclosed in notes, and presented in required supplementary information. The requirements of this Statement are effective for periods beginning after June 15, 2023.

Statement No. 101, *Compensated Absences*. GASB Statement No. 101 aligns recognition and measurement guidance for all types of compensated absences under a unified model which will result in governments recognizing a liability that more appropriately reflects when they incur an obligation for compensated absences. The model also will lead to greater consistency in application and improved comparability across governments. The requirements of this Statement are effective for periods beginning after December 15, 2023.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**

D. **Cash and Investments**

Cash and Cash Equivalents

For reporting purposes, cash and cash equivalents include cash in bank accounts and investments held by the City Treasurer in a cash management pool with maturities less than one year. These amounts are readily available for use by the respective funds.

Investments

The City's investments are stated at fair value.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. These principles recognize a three-tiered fair value hierarchy, as follows:

Level 1: Investments reflect prices quoted in active markets;

Level 2: Investments reflect prices that are based on similar observable assets either directly or indirectly, which may include inputs in markets that are not considered to be active; and

Level 3: Investments reflect prices based upon unobservable sources.

Debt and equity securities classified as Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches: (1) debt securities are normally valued based on price data obtained from observed transactions and market price quotations from broker dealers and/or pricing vendors; (2) equity securities are valued using fair value per share for each fund. Certificates of deposit classified in level 2 are valued using broker quotes that utilize observable market inputs. Securities classified as Level 3 have limited trade information, these securities are priced using the last trade price or estimated using recent trade prices.

Investment Income

Investment income earned on pooled cash and investments is allocated monthly to the General Fund and those other funds for which such allocation is a legal contractual requirement based on the average month-end cash balances. Investment income from cash and investments with fiscal agents is credited directly to the related fund. Income from non-pooled investments is recorded in the appropriate fund based on the specific investments held by the trustee of the fund. Changes in the fair value of investments are recognized in investment income at the end of each fiscal year.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

E. Receivables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year is reported as "advances to/from other funds." All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Amounts due from individuals, organizations or other governmental units are recorded as receivables at year-end. These amounts include charges for services rendered, or for goods and material provided by the City, including amounts for unbilled services. Receivables are shown net of an allowance for uncollectible accounts where applicable.

Notes receivable include both the current and long-term portions of loans issued by the City. Business development loans are reported in both special revenue and fiduciary funds. Notes receivable are reported as an asset in the amount of loan proceeds disbursed, net of allowance. Depending on the original funding source, the City reports unavailable revenue equal to the loan amount and recognizes a revenue when principal payments are received.

In the government-wide financial statements, receivables are recognized as revenue when earned. Receivables of the proprietary funds are recognized as revenue when earned, including services provided but not billed.

F. Leases

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. As a lessor, the City recognizes a lease receivable and a deferred inflow of resources at the commencement of the lease term, with certain exceptions for leases of assets held as investments, certain regulated leases, short-term leases, and leases that transfer ownership of the underlying asset. The lease receivable is measured at the present value of lease payments expected to be received during the lease term. The deferred inflow of resources is measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods.

As a lessee, the City recognizes a lease liability and a lease asset at the commencement of the lease term, unless the lease is a short-term lease or it transfers ownership of the underlying asset. The lease liability is measured at the present value of payments expected to be made during the lease term (less any lease incentives). The lease asset is measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**
 G. **Capital Assets**

The City's assets for governmental, business-type and fiduciary activities are capitalized at historical cost or estimated historical cost. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. City policy has set the capitalization threshold at \$5,000 for equipment and machinery, \$20,000 for buildings and improvements and \$100,000 for infrastructure. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets as follows:

Buildings	45 years
Improvements	
Paving, curbs, and lighting	20 years
Parks improvements	20 years
Sports courts	20 years
Landscaping	20-50 years
Equipment and machinery	3-50 years
Vehicles	10 years
Infrastructure Assets	
Roadway network	30-100 years
Waterways/seawalls	75 years
Storm drain system	50 years
Water and sewer systems	50 years

Infrastructure assets are defined as "long-lived capital assets" that are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets.

Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems. Land is valued at original cost without depreciation.

Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

H. Compensated Absences

Vacation leave and annual leave compensation pay is recorded as a liability when incurred within the Government-Wide and Proprietary Funds Financial Statements. Sick leave, which does not vest, is recorded in all funds when leave is taken. A liability for these amounts is reported in the Governmental Funds Financial Statements only if they have matured and are paid by the City subsequent to year-end.

Compensated absences are liquidated by the fund that has recorded the liability. The long-term portion of governmental activities compensated absences is liquidated primarily by the General Fund.

I. Net Pension Liability

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by CalPERS and Mass Mutual. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

The General Fund is typically used to liquidate pension liabilities in the governmental activities.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

J. Other Post-Employment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the CalPERS plan governed by the Public Employees' Medical & Hospital Care Act (PEMHCA) and additions to/deductions from the PEMHCA plan fiduciary net position have been determined on the same basis as they are reported by CalPERS.

For this purpose, CalPERS recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

The General Fund is typically used to liquidate OPEB liabilities in the governmental activities.

K. Deferred Outflows/Inflows of Resources

In addition to assets, the Statements of Net Position and Governmental Fund Balance Sheet report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports deferred outflows of resources related to pensions and OPEB, deferred outflows for charges on debt refunding, and deferred outflows on derivative instruments in the Government-Wide and Proprietary Fund Statements of Net Position. Deferred outflows for pension and OPEB contributions will be recognized in the subsequent fiscal year. Other deferred outflows on pension and OPEB plans are amortized over 4.8 to 5 years on a straight-line basis. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the remaining life of the refunded or refunding debt.

In addition to liabilities, the Statements of Net Position and Governmental Fund Balance Sheet report a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. The City has one item that qualifies for reporting in this category in the Governmental Fund Balance Sheet - unavailable revenues. The governmental funds report unavailable revenues from the following sources: receivables and loans. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition, the City has deferred inflows of resources relating to the net pension obligation, OPEB, and gain on refunding reported in the Government-Wide Statement of Net Position and the Proprietary Funds. The amounts related to pensions and OPEB are deferred and amortized over 4.8 to 5 years on a straight-line basis.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

L. Fund Equity

The accompanying financial statements report the components of fund balances for governmental funds consistent with GASB 54.

Nonspendable fund balance - This includes amounts that cannot be spent because they are either not spendable in form (such as prepaid items) or legally or contractually required to be maintained intact (such as endowments).

Restricted fund balance - This includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Committed fund balance - This includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the City Council. Commitments may be changed or removed by the City Council by a resolution.

Assigned fund balance - This includes amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The City Council delegated, per Resolution No. 15,359, the Chief Financial Officer to assign fund balance. Use of this component would be based on related Council documents that identifies an intent to use funds for a specific purpose that was not part of the formal resolution or ordinance of the Council.

Unassigned fund balance - this includes all amounts not included in other classifications. The General Fund is the only fund that reports a positive unassigned fund balance.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

L. Fund Equity (Continued)

In the Government-Wide Financial Statements, net position of the City includes the following categories:

Net investment in capital assets - This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of these assets reduce this category.

Restricted net position - This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments, and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position - This resulting category presents the remaining City net position, and this measure of equity is unrestricted, legally or otherwise.

The accounting policies of the City consider restricted funds spent first when expenditure is incurred for purposes for which both restricted and unrestricted funds are available. When an expenditure is incurred for a purpose for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

Per Resolution No. 15,595, adopted June 21, 2022, the City Council will endeavor to maintain an operating reserve equal to 12% of General Fund operating budget. The operating reserve shall be available to: (1) cover cash flow requirements; (2) meet unanticipated revenue shortfalls; (3) take advantage of unexpected opportunities; (4) invest in projects with a rapid payback; (5) ensure against physical or natural disasters; (6) and provide interest earnings. The City will also endeavor to maintain operating reserves in the utility enterprise funds equal to 25% of operating budgets.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. **Summary of Significant Accounting Policies (Continued)**

M. **Property Taxes**

Property taxes are assessed and collected each fiscal year according to the following property tax calendar:

Valuation Date	January 1
Property Tax Year	July 1 to June 30
Due Dates	November 1 (first installment) and February 1 (second installment)
Delinquent Dates	December 10 (first installment), April 10 (second installment, and August 31 (unsecured)

Property taxes in the State of California are administered for all local agencies at the county level and consist of secured, unsecured, and utility tax rolls.

Property Valuation

Valuations are established by the Assessor of the County for the secured and unsecured property tax rolls; the utility property tax roll is valued by the California State Board of Equalization. Under the provisions of Article XIII A of the State Constitution, properties are assessed at 100% of full value. The value of real taxable property is based on fiscal year 1976 levels. From this base of assessment, subsequent annual increases in valuation are limited to a maximum of 2%. However, increases to full value are allowed for property improvements or upon change in ownership. Personal property is excluded from these limitations, and is subject to annual reappraisal.

Tax Levies

The county-wide tax levy for general revenue purposes is limited to 1% of full value, for a tax rate of \$1.00 per \$100 of assessed valuation. Tax rates for voter-approved indebtedness prior to passage of Proposition 13 are excluded from this limitation. Taxes are levied July 1 for both real and unsecured personal property based upon the assessed valuation as of the previous January 1 (lien date).

Property taxes are recognized as revenue in the period for which the taxes are levied. Therefore, the City recognizes revenue and a receivable, less any allowance for doubtful accounts deemed appropriate, for the entire tax levy in the period for which the taxes are levied.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

M. Property Taxes (Continued)

Tax Lien Dates

All lien dates attach annually on January 1 preceding the fiscal year for which the taxes are levied. Liens against real estate, and taxes on personal property, are not relieved by subsequent renewal or change in ownership.

Tax Collections

The County Treasurer-Tax Collector is responsible for all property tax collections. Taxes and assessments on the secured and utility rolls, which constitute a lien against the property, may be paid in two installments: (1) the first installment is due on November 1 of the fiscal year and is delinquent if not paid by December 10; (2) the second installment is due on February 1 of the fiscal year and is delinquent if not paid by April 10. Unsecured personal property taxes do not constitute a lien against real property unless the taxes become delinquent. Payment must be paid in one installment, which is delinquent if not paid by August 31 of the fiscal year. Significant penalties are imposed for late payments.

Tax Apportionments and Special District Augmentation Fund (SDAF)

Due to the nature of the county-wide maximum levy, it is not possible to identify general purpose tax rates for specific entities. Apportionments to local agencies are made by the County Auditor-Controller, based primarily on the ratio that each agency represented of the total county-wide levy for the three years prior to fiscal year 1979. The SDAF was established in order to provide greater flexibility in the allocation of the total levy to special districts under this basic apportionment method. Each special district makes a contribution from its base tax levy apportionment to the SDAF. Oversight governments of the special districts (cities or the county) can then reallocate this pool among special districts based on financing needs.

N. Utility Revenue

Utility revenue is recorded when earned. Customers are billed monthly. The estimated value of services provided, but unbilled at year-end, is included in accounts and other receivables in the accompanying basic financial statements.

O. Use of Estimates

The preparation of the City's basic financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources, the disclosure of contingent assets and liabilities at the date of the basic financial statements, and revenues and expenses during the reported period. Actual results could differ from those estimates.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

I. Summary of Significant Accounting Policies (Continued)

P. Budgets and Budgetary Accounting

The City develops and presents a one-year budget to the City Council. Annual operating and capital improvement expenditures are adopted by resolution. This resolution constitutes the authorized expenditures for the fiscal year. The City's annual budget is the legally-adopted expenditure control document of the City. Budgets are prepared on the modified accrual basis of accounting, consistent with generally accepted accounting principles (GAAP).

The City Council generally reauthorizes appropriations for continuing projects and activities. The City Council has the legal authority to amend the budget of any fund at any time during the fiscal year. The budgetary legal level of control (the level on which expenditures may not legally exceed appropriations) is generally at the fund level. Budgeted expenditures may be reallocated within a fund by the City Manager and within a department by the department director.

Q. Encumbrances

Appropriations in governmental fund types are encumbered upon issuance of purchase orders for goods and/or services. Even though unencumbered appropriations lapse at the end of the fiscal year, unfilled purchase orders of the current year are carried forward and the next year's appropriations are likewise encumbered.

R. Joint Ventures

The City participates in the Riverpark Reclamation and Recharge Authority (Riverpark JPA), which is a jointly-governed organization between the City and United Water Conservation District (UWCD). The Riverpark JPA was established for the purpose of joint ownership, financing, and administration of the development of land located within the City; and for the purpose of creating a public entity to secure grant funding and other public and private funding to reclaim mining pits for water recharge purposes to implement the Recharge Program and Reclamation Plan, and to undertake other groundwater recharge, groundwater quality, and water supply programs as the Board of Directors may find to be within the public interest. The Riverpark JPA is controlled by a four-member board consisting of two representatives each from the City and UWCD. None of the member entities exercise specific control over the budgeting and financing of the Authority's activities beyond their representation on the Board. Accounting services are provided by the City. The City has no financial responsibility for any of the JPA's liabilities. The City made no monetary contributions to assist in the operational expenses of the Authority during fiscal year ended June 30, 2022. Complete financial statements may be obtained from the Finance Department, City of Oxnard, 300 W. 3rd St, Oxnard, CA 93030.

As of June 30, 2022, the JPA had total assets of \$1,079,516, total net position of \$996,445, and total change in net position of \$(129,211) for the year then ended.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS

A. Cash and Investments

The City's cash and investments, including restricted investments with fiscal agents, consist of the following at June 30, 2022:

	AMOUNT
Petty cash	\$ 17,989
Deposits	71,375,712
Investments	364,655,701
Cash and investments	436,049,402
Restricted investments with fiscal agents	144,950,251
TOTAL	\$ 580,999,653

The City's deposits and investments are reflected in the accompanying basic financial statements as follows:

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	FIDUCIARY FUNDS	TOTAL
Cash and investments	\$ 253,245,263	\$ 168,630,533	\$ 14,173,606	\$ 436,049,402
Restricted investments with fiscal agents	13,580,833	28,839,539	102,529,879	144,950,251
TOTALS	\$ 266,826,096	\$ 197,470,072	\$ 116,703,485	\$ 580,999,653

Deposits Custodial Credit Risks

Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's deposit policy requires deposits to be covered by federal depository insurance and collateral having a fair value of 110% of the uninsured deposit. As of June 30, 2022, the City has a bank balance of \$60,977,234 in four bank accounts; of the bank balance, \$500,000 was insured and the balance was secured by collateral held by the City's agent in the agent's name. Deposits held by the Housing Authority are also insured or secured by collateral held by the Housing Authority's agent in the agent's name.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)
A. Cash and Investments (Continued)

Investment Policy

The City's investment policy is intended to provide guidelines for the prudent investment of City funds, and to outline the policies for maximizing the efficiency of the City's cash management system. The policy of the City is to invest public funds in a manner which will provide high investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds. The primary goals of the City are safety, liquidity, and yield in that priority order. The investment policy applies to the City's pooled investment fund which encompasses all monies under the direct oversight of the City Treasurer, including the General Fund, Special Revenue Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, and Fiduciary Funds, excluding restricted investments with fiscal agents and Oxnard Housing Authority funds.

Authorized Investments

The City's investments are managed by the City Treasurer, fiscal agents (bond trustees acting in accordance with bond covenants), and authorized representatives of the Housing Authority. Investments managed by the City Treasurer and the Housing Authority are invested in accordance with the City and Housing Authority's investment policies, respectively. Investments managed by bond trustees are invested in accordance with provisions of the respective bond agreements. Investments in the City's Retirement Enhancement Defined Benefit Plan (Enhanced Retirement Trust Pool) are not subject to the City's investment policy.

The City's cash and investments by investments manager are as follows:

	AMOUNT
City Treasurer	\$ 419,955,983
Restricted investments held with Fiscal Agents	
Bond trustees for the City and its component units	45,782,599
Enhanced Retirement Trust Pool	96,494,313
Oxnard Housing Authority (includes investments held by fiscal agents)	18,766,758
TOTAL	\$ 580,999,653

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

A. Cash and Investments (Continued)

Authorized Investments (Continued)

The City Treasurer has direct oversight over the City's pooled investment fund, which covers cash and investments of the City's governmental funds, proprietary funds (except for the Housing Authority), and custodial funds, which are invested in accordance with the City's investment policy. Allowable investments are detailed in the following table. The exception is the Enhanced Retirement Trust Pool, which is not subject to Government Code Section 53601.

INVESTMENT TYPES AUTHORIZED BY SECTION 53601	AUTHORIZED BY INVESTMENT POLICY	MAXIMUM MATURITY (YEARS)	MAXIMUM PERCENTAGE OF PORTFOLIO	MAXIMUM INVESTMENT IN ONE ISSUER	MINIMUM RATINGS
U.S. Treasury and agencies	Yes	5	None	None	None
Local agency bonds, notes	Yes	N/A	15%	None	None
Other bonds, notes, or evidences of indebtedness	Yes	N/A	15%	None	None
Bankers acceptances	Yes	180 days	40%	30%	None
Commercial paper	Yes	270 days	15%	10%	P1/A1
Negotiable CDs	Yes	5	30%	None	Aa/AA-
Certificate of deposit (CDs)	Yes	N/A	30%	None	A
Repurchase agreements	Yes	90 days	20%	None	None
Medium term notes	Yes	5	30%	None	A
Mutual funds	Yes	N/A	20%	None	None
LAIF, VCIP, CalTrust	Yes	N/A	None	None	None

The Housing Authority's investment policy, which is substantially the same as the City's, and related disclosures regarding its investments at June 30, 2022, are more fully disclosed in the financial statements for the Housing Authority, which may be obtained from the Housing Authority's Financial Services Division at 435 S D St, Oxnard, CA 93030.

The City Treasurer's investment pool is comprised of pooled deposits, investments, the State of California Local Agency Investment Fund (LAIF), and Ventura County Investment Pool (VCIP) investments. The City Treasurer's pooled investments are carried at fair value. The fair value is determined utilizing Emphasys Software's Synpro, the vendor providing investment reporting capability for the City Treasurer's Office, which provides pricing data from multiple industry sources. The fair value of LAIF and VCIP is determined by allocating the City's share of the investment pools' fair value as reported by LAIF and VCIP.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

A. Cash and Investments (Continued)

Authorized Investments (Continued)

The City is a voluntary participant in LAIF which is considered an external investment pool. LAIF is part of the State's Pooled Money Investment Account (PMIA) which was established in 1953. Oversight of the PMIA is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

Direct oversight for LAIF is provided by the Local Investment Advisory Board. The board consists of five members as designated by statute. The Chair is the State Treasurer or his/her designated representative. Two members qualified by training and experience in the field of investment or finance and two members who are treasurers, finance or fiscal officers, or business managers employed by any county, city, or local district or municipal corporation of this state, are appointed by the State Treasurer. LAIF is required to invest in accordance with state statute.

The City is a voluntary participant in Ventura County Investment Pool (VCIP) which is considered an external investment pool. VCIP is for local public government agencies and school districts within Ventura County and is managed by the Ventura County Treasurer-Tax Collector. VCIP's portfolio must comply with the County's Investment Policy which is governed by the Ventura County Board of Supervisors. VCIP is rated by Standard and Poor's; the most recent rating report is dated November 14, 2022 and is available via the Office of Ventura County Treasurer-Tax Collector's website.

Investments with fiscal agents are investments held by the bond trustee on behalf of the City or its component units and the Enhanced Retirement Trust Pool. In the case of bond trustees, the City selects the investment under the terms of the applicable trust agreement, directs the bond trustee to acquire the investment, and the bond trustee then holds the investment on behalf of the City and/or its component units. Proceeds of bonds administered by bond trustees are also generally covered under the City Treasurer's investment policy; however, specific provisions of each issuance are usually used in managing such investments. Two of the major differences are as follows:

- Allowance of investments in guaranteed investment contracts
- Allowance of investment maturities in excess of five years

For purposes of the Statement of Cash Flows of the proprietary fund types, cash and cash equivalents include all investments as the City operates an internal cash management pool which maintains the general characteristics of the demand deposit account.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 A. **Cash and Investments (Continued)**

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates, and the greater the interest rate risk. One of the ways the City manages its exposure to interest rate risk is by purchasing a combination of shorter-term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations or debt service requirements.

Information about the sensitivity of the fair value of the City's investments (including restricted investments held by bond trustees) to market interest rate fluctuation is provided by the following table that shows the distribution of the City's investments by maturity:

	INVESTMENT MATURITIES (IN YEARS)			TOTAL
	LESS		MORE	
	THAN 1	1-5	THAN 5	
Federal Agency Securities	\$ 14,888,980	\$ 211,830,070	\$ -	\$ 226,719,050
Ventura County Investment Pool	31,079,552	-	-	31,079,552
California Local Agency Investment Fund	74,034,406	-	-	74,034,406
Negotiable CD	980,000	245,000	-	1,225,000
Medium Term Notes	-	31,597,693	-	31,597,693
Held by Trustee				
Money Market Fund	48,455,938	-	-	48,455,938
TOTAL INVESTMENTS	\$ 169,438,876	\$ 243,672,763	\$ -	413,111,639
Enhanced Retirement Trust				96,494,313
Cash in banks and on hand				71,393,701
TOTAL CASH AND INVESTMENTS				\$ 580,999,653

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)
A. Cash and Investments (Continued)

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investments that are not rated include negotiable CDs; however, these investments are covered by FDIC insurance.

Presented below are the S&P Global ratings for each investment type as of June 30, 2022:

INVESTMENT TYPE	AAA	AA+	AA-	BBB+	A	A-	TOTAL
Federal Agency Securities	\$ 987,921	\$ 213,531,736	\$ -	\$ -	\$ -	\$ -	\$ 214,519,657
Ventura County Investment Pool	31,079,552	-	-	-	-	-	31,079,552
Medium Term Notes	-	910,436	1,372,057	1,761,769	943,588	6,666,495	11,654,345
TOTALS	\$ 32,067,473	\$ 214,442,172	\$ 1,372,057	\$ 1,761,769	\$ 943,588	\$ 6,666,495	\$ 257,253,554
NOT RATED							
Federal Agency Securities							12,199,393
Medium Term Notes							19,943,348
California Local Agency Investment Fund							74,034,406
Money Market Fund							48,455,938
Enhanced Retirement Trust							96,494,313
Negotiable CD							1,225,000
Total Investments							509,605,952
Cash in banks and on hand							71,393,701
TOTAL							\$ 580,999,653

Concentration of Credit Risk

Investments in the securities of any individual issuer, other than U.S. Treasury securities, mutual funds, and external investment funds that represent 5% or more of total entity-wide investments are as follows at June 30, 2022:

ISSUER	TYPE OF INVESTMENTS	AMOUNTS
Federal Home Loan Mortgage Corporation	Mortgage backed securities	\$ 27,594,999
Federal Home Loan Bank	Mortgage backed securities	165,239,631
Federal Farm Credit Bank	Mortgage backed securities	24,360,366
Bank of America Corp	Medium Term Note	18,454,353

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 A. **Cash and Investments (Continued)**

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure of custodial credit risk for deposits or investments, other than the provisions for deposits in the California Government Code that require that financial institutions secure deposits made by state local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having value of 150% of the secured public deposits.

For investments identified herein as held by fiscal agent, the trustee selects the investment under the terms of the applicable trust agreement, acquires the investment, and holds the investment on behalf of the reporting government.

Fair Value Measurements

The City has the following recurring fair value measurements as of June 30, 2022:

	INVESTMENTS AT FAIR VALUE			
	AS OF JUNE 30, 2022			
	LEVEL 1	LEVEL 2	LEVEL 3	TOTAL
Investment Type				
Federal agency securities	\$ 226,719,050	\$ -	\$ -	\$ 226,719,050
Medium Term Notes	31,597,693	-	-	31,597,693
California Local Agency Investment Fund	-	74,034,406	-	74,034,406
Ventura County Investment Pool	-	31,079,552	-	31,079,552
Negotiable CD	1,225,000	-	-	1,225,000
	<u>259,541,743</u>	<u>105,113,958</u>	<u>-</u>	<u>364,655,701</u>
Held by Trustees/Fiscal Agent				
Money Market Fund	48,455,938	-	-	48,455,938
Enhanced Retirement Trust				
Mutual funds	96,494,313	-	-	96,494,313
TOTAL INVESTMENTS AT FAIR VALUE	<u>\$ 404,491,994</u>	<u>\$ 105,113,958</u>	<u>\$ -</u>	<u>\$ 509,605,952</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

B. **Receivables and Payables**

Accounts receivable and other receivables as of June 30, 2022 included in the accompanying Statement of Net Position primarily consist of the following:

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES
ACCOUNTS RECEIVABLE		
Utilities receivable	\$ 3,758	\$ 23,148,293
Accounts receivable billed and accrued	5,689,151	2,050,523
Other receivables	<u>68,371</u>	<u>24,885</u>
	5,761,280	25,223,701
Allowance for uncollectible receivables	<u>(2,519,383)</u>	<u>(3,203,986)</u>
TOTALS	<u>\$ 3,241,897</u>	<u>\$ 22,019,715</u>

Accounts payable and other liabilities as of June 30, 2022 reported on the Statement of Net Position primarily consist of the following:

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES
ACCOUNTS PAYABLE AND OTHER LIABILITIES		
Accounts payable (due to vendors)	<u>\$ 14,609,709</u>	<u>\$ 16,208,859</u>
Other Liabilities		
Accrued payroll and benefits	6,950,616	5,125,808
Contingent liabilities	6,138,878	-
Other payables	<u>6,784,432</u>	<u>-</u>
Total Other Liabilities	<u>19,873,926</u>	<u>5,125,808</u>
TOTALS	<u>\$ 34,483,635</u>	<u>\$ 21,334,667</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

C. Interfund Receivables and Payables

Total interfund receivables and payables at June 30, 2022, which are included in the Fund Financial Statements as due to/from other funds and advances to/from other funds, before eliminations, consist of the following:

	INTERFUND RECEIVABLE	INTERFUND PAYABLE	INTERFUND BALANCE	ELIMINATION	TOTAL
GOVERNMENTAL ACTIVITIES					
Due To/From Other Funds					
General Fund	\$ 5,239,409	\$ (11,929,321)	\$ (6,689,912)	\$ (3,310,088)	\$ (10,000,000)
Affordable Housing Fund	-	(7,480)	(7,480)	7,480	-
State and Federal Grants Fund	-	(2,696,347)	(2,696,347)	2,696,347	-
Nonmajor governmental funds	21,610	(627,871)	(606,261)	606,261	-
	<u>5,261,019</u>	<u>(15,261,019)</u>	<u>(10,000,000)</u>	<u>-</u>	<u>(10,000,000)</u>
Advances To/From Other Funds					
General Fund	3,589,072	(13,059,769)	(9,470,697)	-	(9,470,697)
Internal Service Fund	2,385,314	-	2,385,314	-	2,385,314
	<u>5,974,386</u>	<u>(13,059,769)</u>	<u>(7,085,383)</u>	<u>-</u>	<u>(7,085,383)</u>
Total Governmental Activities	<u>11,235,405</u>	<u>(28,320,788)</u>	<u>(17,085,383)</u>	<u>-</u>	<u>(17,085,383)</u>
BUSINESS-TYPE ACTIVITIES					
Due To/From Other Funds					
Water	4,426,904	(35,000)	4,391,904	(140,434)	4,251,470
Wastewater	3,989,030	(992,214)	2,996,816	-	2,996,816
Environmental resource	2,751,714	-	2,751,714	-	2,751,714
Golf Course	-	(140,434)	(140,434)	140,434	-
	<u>11,167,648</u>	<u>(1,167,648)</u>	<u>10,000,000</u>	<u>-</u>	<u>10,000,000</u>
Advances To/From Other Funds					
Water	4,473,526	-	4,473,526	(447,088)	4,026,438
Wastewater	2,838,194	-	2,838,194	-	2,838,194
Environmental resource	2,606,065	-	2,606,065	-	2,606,065
Golf Course	-	(447,088)	(447,088)	447,088	-
Oxnard Housing Authority	-	(777,488)	(777,488)	-	(777,488)
Internal Service Fund	-	(1,607,826)	(1,607,826)	-	(1,607,826)
	<u>9,917,785</u>	<u>(2,832,402)</u>	<u>7,085,383</u>	<u>-</u>	<u>7,085,383</u>
Total Business-type Activities	<u>21,085,433</u>	<u>(4,000,050)</u>	<u>17,085,383</u>	<u>-</u>	<u>17,085,383</u>
TOTALS	<u>\$ 32,320,838</u>	<u>\$ (32,320,838)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The interfund balances at June 30, 2022 are loans to cover temporary cash deficits in various funds. Also included in the interfund balances is \$1.6 million net internal receivable from business-type activities to governmental activities representing the portion of the net deficit of internal service funds attributable to business-type activities.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

C. Interfund Receivables and Payables (Continued)

During the fiscal year 2021, the general fund was court-ordered to repay the water, wastewater, and environmental resource fund a total of approximately \$36.5 million for Infrastructure Use Fees (IUF) payments received in prior years. During the year, \$12 million was transferred from the general fund with the remaining balance to be paid over the next two years as follows:

FISCAL YEAR	WATER	WASTEWATER	ENVIRONMENTAL RESOURCE	TOTAL
2023	4,251,470	2,996,816	2,751,714	10,000,000
2024	4,026,438	2,838,194	2,606,065	9,470,697
TOTALS	\$ 8,277,908	\$ 5,835,010	\$ 5,357,779	\$ 19,470,697

D. Interfund Transfers

Interfund transfers generally fall within one of the following categories:

- Debt service payments made from a debt service fund but funded from an operating fund;
- Program support that generally reflects subsidies and allocations between funds; and
- Transfers of capital assets between governmental activities and enterprise funds.

The following transfers in and out are reflected in the Fund Financial Statements for the year ended June 30, 2022:

	DESCRIPTION	TRANSFERS IN	TRANSFERS OUT	NET TRANSFERS	ELIMINATIONS	TOTAL
GOVERNMENTAL ACTIVITIES						
General Fund	Program Support	2,808,840	(8,246,059)	\$ (5,437,219)	\$ 5,437,219	\$ -
General Fund	Debt Service	-	(6,314,231)	(6,314,231)	6,314,231	-
Developer Fees	Debt Service	-	(557,369)	(557,369)	557,369	-
Capital Outlay Funds	Program Support	26,754,889	-	26,754,889	(26,754,889)	-
State and Federal Grants Fund	Program Support	-	(21,440,609)	(21,440,609)	21,440,609	-
Nonmajor Governmental Funds	Program Support	142,454	(19,512)	122,942	(122,942)	-
Nonmajor Governmental Funds	Debt Service	-	(23,858)	(23,858)	23,858	-
COFA	Debt Service	7,235,995	-	7,235,995	(7,105,098)	130,897
Internal Service Fund	Debt Service	-	(209,643)	(209,643)	209,643	-
Total Governmental Activities		36,942,178	(36,811,281)	130,897	-	130,897
BUSINESS-TYPE ACTIVITIES						
Water	Program Support	-	(26,220)	(26,220)	-	(26,220)
Wastewater	Program Support	-	(29,757)	(29,757)	-	(29,757)
Environmental Resource	Program Support	-	(74,920)	(74,920)	-	(74,920)
Total Business-Type Activities		-	(130,897)	(130,897)	-	(130,897)
TOTAL GOVERNMENT-WIDE STATEMENTS		\$ 36,942,178	\$ (36,942,178)	\$ -	\$ -	\$ -

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

E. Lease Receivable

As of July 1, 2021, the City has the following leases:

- 24 month lease as Lessor for the use of South Oxnard Community Center. An initial lease receivable was recorded in the amount of \$208,696. As of June 30, 2022, the value of the lease receivable is \$105,771. The lessee is required to make monthly fixed payments of \$8,614.00. The lease has an interest rate of 0.308%. The value of the deferred inflow of resources as of June 30, 2022 was \$208,695. The lessee has one extension option for 36 months.
- 66 month lease as Lessor for the use of 201 E Fourth Street, Suite 103A. An initial lease receivable was recorded in the amount of \$66,981. As of June 30, 2022, the value of the lease receivable is \$54,988. The lessee is required to make monthly variable principal and interest payments of \$1,271. The lease has an interest rate of 0.815%. The value of the deferred inflow of resources as of June 30, 2022 was \$66,981.
- 16 month lease as Lessor for the use of 321 West 6th Street. An initial lease receivable was recorded in the amount of \$16,803. As of June 30, 2022, the value of the lease receivable is \$4,947. The lessee is required to make monthly fixed payments of \$990. The lease has an interest rate of 0.245%. The value of the deferred inflow of resources as of June 30, 2022 was \$16,803. The lessee has two extension options, each for 12 months.
- 64 month lease as Lessor for the use of 350 South K Street (land). An initial lease receivable was recorded in the amount of \$19,205. As of June 30, 2022, the value of the lease receivable is \$12,773. The lessee is required to make monthly variable principal and interest payments of \$3,248. The lease has an interest rate of 0.687%. The value of the deferred inflow of resources as of June 30, 2022 was \$19,205. The lessee has one extension option for 60 months.
- 48 month lease as Lessor for the use of 1600 Camino Del Sol (land). An initial lease receivable was recorded in the amount of \$192,032. As of June 30, 2022, the value of the lease receivable is \$150,061. The lessee is required to make monthly fixed payments of \$3,571. The lease has an interest rate of 0.560%. The value of the deferred inflow of resources as of June 30, 2022 was \$192,032. The lessee has one extension option for 60 months.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)
E. Lease Receivable (Continued)

- 28 month lease as Lessor for the use of 201 East Fourth Street, Suite 102. An initial lease receivable was recorded in the amount of \$14,124. As of June 30, 2022, the value of the lease receivable is \$8,192. The lessee is required to make monthly fixed payments of \$578. The lease has an interest rate of 0.308%. The value of the deferred inflow of resources as of June 30, 2022 was \$14,124. The lessee has three extension options, each for 36 months.
- 18 month lease as Lessor for the use of Oxnard Transit Center. An initial lease receivable was recorded in the amount of \$17,965. As of June 30, 2022, the value of the lease receivable is \$5,996. The lessee is required to make monthly fixed payments of \$1,000. The lease has an interest rate of 0.245%. The value of the deferred inflow of resources as of June 30, 2022 was \$17,965. The lessee has one extension option for 12 months. The lessee had a termination period of one month as of the lease commencement.

On June 21, 2022, the City entered into a 60 month lease as lessor for the use of 255 and 273 East Fifth Street. An initial lease receivable was recorded in the amount of \$259,955. As of June 30, 2022, the value of the lease receivable is \$259,955. The lessee is required to make monthly fixed payments of \$4,583. The lease has an interest rate of 2.287%. The value of the deferred inflow of resources as of June 30, 2022 was \$259,955. The lessee had a termination period of six months as of the lease commencement.

The future minimum lease payments receivable are as follows:

FISCAL YEAR	Governmental Activities		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 235,978	\$ 6,501	\$ 242,479
2024	116,948	5,092	122,040
2025	116,450	3,524	119,974
2026	72,772	2,032	74,804
2027	60,534	390	60,924
TOTALS	<u>\$ 602,682</u>	<u>\$ 17,539</u>	<u>\$ 620,221</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

F. Notes Receivable

At June 30, 2022, the City's net notes receivable consisted of the following:

	BALANCE JULY 1, 2021	ADDITIONS	DELETIONS	BALANCE JUNE 30, 2022
GOVERNMENTAL ACTIVITIES				
Residential Notes Receivable				
CalHOME Loans	\$ 2,784,339	219,490	(349,675)	\$ 2,654,154
BEGIN Loans	3,259,812	31,531	(237,000)	3,054,343
CDBG Loans	3,807,568		(55,000)	3,752,568
HOME Loans	8,121,234	98,103	(1,228,128)	6,991,209
NSP Loans	297,550	-	-	297,550
HERO Loans	118,473	-	(4,000)	114,473
Other	2,883,674	-	(108,612)	2,775,062
Allowance for doubtful accounts	(9,881,356)	1,246,273	(68,555)	(8,703,638)
	<u>11,391,294</u>	<u>1,595,397</u>	<u>(2,050,970)</u>	<u>10,935,721</u>
Developer Notes Receivable				
* Las Villas de Paseo Nuevo	7,000,000	-	-	7,000,000
CRFL Family Apartments	14,277,022	-	-	14,277,022
Colonial House	4,200,000	-	-	4,200,000
Paseo Santa Clara	2,200,000	-	-	2,200,000
Paseo Del Rio	2,700,000	-	-	2,700,000
* Terraza de Las Cortes	3,300,000	-	-	3,300,000
* Las Cortes	3,672,319	-	-	3,672,319
Villa Madera	1,600,000	-	-	1,600,000
Sonata at Riverpark	3,000,000	-	-	3,000,000
Sonata at Riverpark-PILOT	3,711,154	-	-	3,711,154
Many Mansions - Ormond Beach Villas	992,624	-	-	992,624
Many Mansions-110 N D St	299,500	-	-	299,500
Many Mansions-Terry's Place	367,159	-	-	367,159
Camino Gonzales	1,623,840	-	-	1,623,840
Cesar Chavez	860,000	-	-	860,000
Villa Solimar	805,000	-	-	805,000
Villa Solimar-Cypress Court	162,000	-	-	162,000
Villa Victoria	1,101,500	-	-	1,101,500
Mercy Housing	720,846	-	-	720,846
Meta Street Apartments	95,000	-	-	95,000
Colonial House - PILOT	3,202,826	-	-	3,202,826
Allowance for doubtful accounts	(3,082,319)	-	-	(3,082,319)
	<u>52,808,471</u>	<u>-</u>	<u>-</u>	<u>52,808,471</u>
	<u>64,199,765</u>	<u>1,595,397</u>	<u>(2,050,970)</u>	<u>63,744,192</u>
BUSINESS-TYPE ACTIVITIES				
Wastewater Loans	799,200	-	(22,200)	777,000
Oxnard Housing Authority	4,382,619	-	(812,689)	3,569,930
	<u>5,181,819</u>	<u>-</u>	<u>(834,889)</u>	<u>4,346,930</u>
TOTAL GOVERNMENT-WIDE STATEMENTS				
	<u>\$ 69,381,584</u>	<u>\$ 1,595,397</u>	<u>\$ (2,885,859)</u>	<u>\$ 68,091,122</u>

* Parties are related to the Oxnard Housing Authority

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 F. **Notes Receivable (Continued)**

GOVERNMENTAL ACTIVITIES

Residential Notes Receivable

The City offers loans to qualifying low-income individuals and families who require financial assistance for home-buying, home repairs, or mobile home replacements (no longer offered). Residential outstanding loans at June 30, 2022 include the following programs: Home Investment Partnership Program (HOME), Community Development Block Grants (CDBG), Building Equity and Growth in Neighborhoods Program (BEGIN), Neighborhood Stabilization Program (NSP), Historic Enhancement Revitalization of Oxnard (HERO), and CalHome Program. Summarized in the table below are these programs' average outstanding loan amount, interest rate, average outstanding term, and forgiveness policy. A majority of the home loan programs are forgivable at the end of term. Any default on the agreement, such as transfer of ownership or failure of homeowner to live in the unit causes the loan to be due and payable immediately. The City secures these loans by placing a lien on the property by recording a Deed of Trust with the Ventura County Recorder's Office for the loan amount.

<u>PROGRAM</u>	<u>AMOUNT</u>	<u>INTEREST</u>	<u>TERM</u>	<u>FORGIVABLE</u>
CalHOME	\$ 29,000	3%	30	No
BEGIN	26,000	3%	30	No
CDBG	24,000	0%	20	Yes
HOME	19,000	0%	12	Yes
NSP	41,000	0%	20	Yes
HERO	11,000	0%	6	Yes
Other	17,000	0%	24	Yes

Developer Notes Receivable

The City entered into loan agreements with several developers for affordable housing and mixed-use projects. The terms of the loans include annual installments from residual receipts. The loans bear simple interest at a rate of 1%-4% per year maturing between 24-55 years from the completion of the project. The City secured these loans with a deed of trust for the loan amount.

Three of the affordable housing loans in the aggregate amount of \$13,972,319, net of allowance of \$3,082,319 as of June 30, 2022, are loans to parties related the Oxnard Housing Authority.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
F. **Notes Receivable (Continued)**

BUSINESS-TYPE ACTIVITIES

Septic to Sewer Project

The City provided financial assistance to property owners affected by the California Regional Water Quality Control Board Resolution No. 99-13 of 1999, which prohibited the installation of new septic systems and called for the removal of existing septic systems in the area by 2008. The loans are interest free and payment plans are based on individual agreements.

Oxnard Housing Authority

In April 2014, the Authority issued a promissory note of \$2,050,000 to Terraza De Las Cortes, L.P. for certain land the Authority received in a land exchange with the City. The note accrues interest at a rate of 5% compounded annually on the amount of the outstanding balance of the loan. Annual payments of 85% of the annual net cash flow of the property are made. All outstanding principal and accrued interest are payable on or before April 2069. Principal due to the Authority at June 30, 2022 was \$1,237,312.

In June 2020, the Authority entered into a note agreement with A0592 Oxnard LP (Developer). The Authority is to provide up to \$2,500,000 in reimbursement for costs associated with demolition costs of the Los Cortes phase II development. During a prior fiscal year, the Authority made \$2,332,619 in reimbursements. The note accrues interest at a rate of 3% simple interest per annum. Principal and interest due to the Authority at June 30, 2022 was \$2,332,619 and \$130,445, respectively.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

G. Capital Assets

Changes in the City's capital assets for the year ended June 30, 2022 consisted of the following:

	BALANCE JULY 1, 2021	INCREASES	DECREASES	TRANSFERS	BALANCE JUNE 30, 2022
GOVERNMENTAL ACTIVITIES					
Capital Assets, Not Being Depreciated					
Land	\$ 1,390,541,135	\$ -	\$ -	\$ -	\$ 1,390,541,135
Construction in progress	20,850,961	14,377,521	(1,232,143)	-	33,996,339
Total Capital Assets, Not Being Depreciated					
Depreciated	1,411,392,096	14,377,521	(1,232,143)	-	1,424,537,474
Capital Assets, Being Depreciated					
Artwork	87,000	-	-	-	87,000
Buildings	119,818,228	-	-	-	119,818,228
Improvements other than buildings	83,016,605	-	-	-	83,016,605
Equipment and machinery	18,575,945	2,239,172	(358,385)	-	20,456,732
Vehicles	24,826,541	2,759,787	(1,363,828)	32,913	26,255,413
Infrastructure	689,014,711	803,855	-	-	689,818,566
Total Capital Assets, Being Depreciated					
Depreciated	935,339,030	5,802,814	(1,722,213)	32,913	939,452,544
Less: Accumulated Depreciation					
Artwork	(87,000)	-	-	-	(87,000)
Buildings	(44,982,571)	(2,413,147)	-	-	(47,395,718)
Improvements other than buildings	(24,298,797)	(2,087,854)	-	-	(26,386,651)
Equipment and machinery	(13,986,300)	(1,110,270)	354,292	-	(14,742,278)
Vehicles	(18,808,277)	(1,259,188)	1,020,745	(32,913)	(19,079,633)
Infrastructure	(255,900,526)	(17,104,324)	-	-	(273,004,850)
Total Accumulated Depreciation	(358,063,469)	(23,974,783)	1,375,037	(32,913)	(380,696,130)
Total Capital Assets, Being Depreciated, Net	577,275,560	(18,171,969)	(347,176)	-	558,756,414
GOVERNMENTAL ACTIVITIES CAPITAL ASSETS, NET	\$ 1,988,667,656	\$ (3,794,448)	\$ (1,579,319)	\$ -	\$ 1,983,293,888

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)
G. Capital Assets (Continued)

	BALANCE JULY 1, 2021	INCREASES	DECREASES	TRANSFERS	BALANCE JUNE 30, 2022
BUSINESS-TYPE ACTIVITIES					
Capital Assets, Not Being Depreciated					
Land	\$ 45,159,421	\$ 380,050	\$ -	\$ -	\$ 45,539,471
Construction in progress	23,631,341	21,621,762	(10,071,721)	-	35,181,382
Total Capital Assets, Not Being Depreciated					
Depreciated	68,790,762	22,001,812	(10,071,721)	-	80,720,853
Capital assets, Being Depreciated					
Buildings	246,588,957	7,736,145	(175,972)	-	254,149,130
Improvements other than buildings	34,606,396	-	-	-	34,606,396
Equipment and machinery	117,756,019	12,733,962	(3,636,140)	(32,913)	126,820,928
Infrastructure	416,255,064	-	-	-	416,255,064
Total Capital Assets, Being Depreciated					
Depreciated	815,206,436	20,470,107	(3,812,112)	(32,913)	831,831,518
Less: Accumulated Depreciation					
Buildings	(122,608,059)	(5,167,809)	175,932	-	(127,599,936)
Improvements other than buildings	(15,983,198)	(604,239)	-	-	(16,587,437)
Equipment and machinery	(61,484,375)	(4,501,970)	3,381,744	32,913	(62,571,688)
Infrastructure	(149,476,495)	(7,760,130)	-	-	(157,236,625)
Total Accumulated Depreciation	(349,552,127)	(18,034,148)	3,557,676	32,913	(363,995,686)
Total Capital Assets, Being Depreciated, Net	465,654,309	2,435,959	(254,436)	-	467,835,832
BUSINESS-TYPE ACTIVITIES CAPITAL ASSETS, NET	534,445,071	24,437,771	(10,326,157)	-	548,556,685
TOTALS	2,523,112,727	20,643,323	(11,905,476)	-	2,531,850,573

For the year ended June 30, 2022 depreciation expense on capital assets was charged as follows:

	AMOUNT
GOVERNMENTAL ACTIVITIES	
Administration and support	\$ 18,012,128
Public safety	1,493,995
Transportation (highways and streets)	389,095
Community development	1,323,206
Culture, leisure and libraries	2,376,715
Capital assets held by the City's internal service fund	379,644
TOTAL GOVERNMENTAL ACTIVITIES	
DEPRECIATION EXPENSE	\$ 23,974,783
BUSINESS-TYPE ACTIVITIES	
Water	\$ 7,195,129
Wastewater	7,735,086
Environmental resources	1,755,063
Golf Course	582,917
Oxnard Housing Authority	765,953
TOTAL BUSINESS-TYPE ACTIVITIES	
DEPRECIATION EXPENSE	\$ 18,034,148

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Long-term Debt

The following is a summary of changes in long-term debt. Certain long-term debt provides financing to both governmental and business-type activities. The following tables present balances and activity for the City's fiscal year ended June 30, 2022:

	BALANCE JULY 1, 2021	ADDITIONS	REDUCTIONS	BALANCE JUNE 30, 2022	DUE WITHIN ONE YEAR
GOVERNMENTAL ACTIVITIES					
Lease Revenue Bonds					
Lease revenue project and refunding bonds, series 2014	\$ 10,760,000	\$ -	\$ (1,125,000)	\$ 9,635,000	\$ 1,185,000
Lease revenue refunding bonds, series 2018	23,750,000	-	(1,430,000)	22,320,000	1,465,000
Lease revenue refunding bonds, series 2019A	26,365,000	-	(710,000)	25,655,000	755,000
Unamortized premiums	5,279,511	-	(331,403)	4,948,108	-
Unamortized discounts	(20,197)	-	1,014	(19,183)	-
Revenue Bonds					
Gas Tax Revenue Refunding Bonds, series 2020	16,240,000	-	(710,000)	15,530,000	740,000
Unamortized Premiums	2,886,284	-	(33,824)	2,852,460	-
Lease Purchase Agreements					
Capital Leases					
B of A Capital Lease 2018, Draw #21 & #22	2,613,659	-	(1,258,409)	1,355,250	654,385
B of A Capital Lease 2022, Draw #25	-	3,300,000	-	3,300,000	304,207
2012 Lease Purchase	2,640,763	-	(337,247)	2,303,516	351,135
2014 Lease Purchase - Fire Station 8	10,546,695	-	(850,000)	9,696,695	885,000
TOTAL GOVERNMENTAL ACTIVITIES	<u>\$ 101,061,715</u>	<u>\$ 3,300,000</u>	<u>\$ (6,784,869)</u>	<u>\$ 97,576,846</u>	<u>\$ 6,339,727</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)
H. Long-term Debt (Continued)

	BALANCE 30-Jun-21	ADDITIONS	REDUCTIONS	BALANCE JUNE 30, 2022	DUE WITHIN ONE YEAR
BUSINESS-TYPE ACTIVITIES					
Water Fund					
Revenue Bonds					
Water revenue project bonds, series 2010B	83,670,000	-	-	83,670,000	1,970,000
Water revenue refunding bonds, series 2014	25,590,796	-	(25,590,796)	-	-
Water revenue refunding bonds, series 2018	38,095,000	-	(1,225,000)	36,870,000	1,280,000
Water Bond Series 2021A	22,580,000	-	(705,000)	21,875,000	385,000
Water revenue refunding bonds, series 2021	-	24,159,946	(62,467)	24,097,479	1,727,121
Unamortized premiums	7,437,123	-	(443,973)	6,993,150	-
Unamortized discounts	(520,991)	-	28,035	(492,956)	-
TOTAL WATER FUND	<u>\$ 176,851,928</u>	<u>\$ 24,159,946</u>	<u>\$ (27,999,201)</u>	<u>\$ 173,012,673</u>	<u>\$ 5,362,121</u>
Wastewater Fund					
Revenue Bonds					
Wastewater revenue refunding bonds, series 2014	\$ 68,310,000	\$ -	\$ (3,855,000)	\$ 64,455,000	\$ 4,050,000
Wastewater revenue refunding bonds, series 2018	20,820,000	-	(1,180,000)	19,640,000	1,235,000
Unamortized premiums	7,928,447	-	(700,368)	7,228,079	-
TOTAL WASTEWATER FUND	<u>\$ 97,058,447</u>	<u>\$ -</u>	<u>\$ (5,735,368)</u>	<u>\$ 91,323,079</u>	<u>\$ 5,285,000</u>
Environmental Resources Fund					
Capital Leases					
B of A Capital Lease 2018	\$ 3,655,774	\$ -	\$ (585,046)	\$ 3,070,728	\$ 493,970
B of A Capital Lease 2021	-	10,255,000	(1,453,570)	8,801,430	1,414,261
TOTAL ENVIRONMENTAL RESOURCES FUND	<u>\$ 3,655,774</u>	<u>\$ 10,255,000</u>	<u>\$ (2,038,616)</u>	<u>\$ 11,872,158</u>	<u>\$ 1,908,231</u>
Oxnard Housing Authority Fund					
Direct Borrowings					
Notes Payable	\$ 269,710	\$ -	\$ -	\$ 269,710	\$ 269,710
2004 Capital Fund Revenue Bonds	1,230,000	-	(390,000)	840,000	410,000
TOTAL OXNARD HOUSING AUTHORITY FUND	<u>\$ 1,499,710</u>	<u>\$ -</u>	<u>\$ (390,000)</u>	<u>\$ 1,109,710</u>	<u>\$ 679,710</u>
TOTAL BUSINESS-TYPE ACTIVITIES	<u>\$ 279,065,859</u>	<u>\$ 34,414,946</u>	<u>\$ (36,163,185)</u>	<u>\$ 277,317,620</u>	<u>\$ 13,235,062</u>
TOTALS	<u>\$ 380,127,574</u>	<u>\$ 37,714,946</u>	<u>\$ (42,948,054)</u>	<u>\$ 374,894,466</u>	<u>\$ 19,574,789</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Long-term Debt (Continued)

The summary annual debt service requirements are shown below for all long-term debt:

FISCAL YEAR	GOVERNMENTAL ACTIVITIES			BUSINESS-TYPE ACTIVITIES		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2023	\$ 6,339,727	\$ 3,696,257	\$ 10,035,985	\$ 13,235,062	\$ 13,479,874	\$ 26,714,936
2024	6,283,387	3,437,192	9,720,579	13,503,599	12,899,304	26,402,902
2025	6,518,212	3,189,445	9,707,657	13,614,645	12,292,202	25,906,847
2026	6,408,143	2,934,696	9,342,838	14,173,427	11,679,960	25,853,387
2027	6,677,887	2,669,569	9,347,456	14,759,656	11,040,587	25,800,243
2028-2032	29,418,105	10,230,640	39,648,746	75,204,995	44,845,126	120,050,121
2033-2037	19,235,000	3,844,579	23,079,579	65,082,964	26,107,564	91,190,528
2038-2042	8,915,000	766,039	9,681,039	37,545,000	8,699,450	46,244,450
2043-2047	-	-	-	5,365,000	2,881,800	8,246,800
2048-2052	-	-	-	6,530,000	1,719,000	8,249,000
2053-2057	-	-	-	4,575,000	370,800	4,945,800
TOTALS	<u>\$ 89,795,461</u>	<u>\$ 30,768,417</u>	<u>\$ 120,563,878</u>	<u>\$ 263,589,347</u>	<u>\$ 146,015,667</u>	<u>\$ 409,605,014</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Long-term Debt (Continued)

Descriptions of Long-term Debt

Bonds and Certificates of Participation - Governmental Activities

Lease Revenue Project and Refunding Bonds, Series 2014

On November 4, 2014, the Authority issued \$21,225,000 of Lease Revenue Project and Refunding Bonds, Series 2014. The purposes of the bonds were to refund the outstanding Lease Revenue Refunding Bonds, Series 2003A, and finance the acquisition, construction, and improvement of certain streets and roadways within certain residential neighborhoods with the City. The refunding resulted in an economic gain (difference between the present value of the debt service on the old bonds and the present value of the debt service on the new bonds) of \$4,962 and debt service savings of \$11,715. The lease payments on these bonds constitute obligations of the City's General Fund. The bonds mature annually in amounts ranging from \$2,925,000 on June 1, 2015 to \$1,585,000 on June 1, 2029. Interest on the bonds is payable on June 1 and December 1 of each year, with interest rates ranging from 2 percent to 5 percent. As of June 30, 2022, the total balance outstanding was \$9,635,000.

As of June 30, 2022, the total future debt payments for the Lease Revenue Project and Refunding Bonds, Series 2014, including interest thereon, are as follows:

FISCAL YEAR	LEASE REVENUE PROJECT AND REFUNDING BONDS SERIES 2014		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 1,185,000	\$ 481,750	\$ 1,666,750
2024	1,240,000	422,500	1,662,500
2025	1,305,000	360,500	1,665,500
2026	1,370,000	295,250	1,665,250
2027	1,440,000	226,750	1,666,750
2028-2029	3,095,000	234,000	3,329,000
TOTALS	<u>\$ 9,635,000</u>	<u>\$ 2,020,750</u>	<u>\$ 11,655,750</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Long-term Debt (Continued)

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation - Governmental Activities (Continued)

Lease Revenue Refunding Bonds, Series 2018

On April 20, 2018, the Authority issued \$28,810,000 of Lease Revenue Refunding Bonds, Series 2018. The purpose of the bonds was to pay for the principal and interest on the Variable Rate Demand Lease Revenue Bonds, Series 2003B and 2006. The refunding resulted in an economic gain of \$965,987 and an estimated cash flow savings of \$1,160,111. The lease payments on these bonds constitute obligations of the City's General Fund. The bonds mature annually in amounts ranging from \$985,000 on June 1, 2018 to \$1,310,000 on June 1, 2036. Interest on the bonds is payable on June 1 and December 1 of each year, with interest rates ranging from 3 percent to 5 percent. As of June 30, 2022, the total balance outstanding was \$22,320,000.

As of June 30, 2022, the total future debt payments for the Lease Revenue Refunding Bonds, Series 2018, including interest thereon, are as follows:

	LEASE REVENUE REFUNDING BONDS SERIES 2018		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 1,465,000	\$ 1,116,000	\$ 2,581,000
2024	1,515,000	1,042,750	2,557,750
2025	1,550,000	967,000	2,517,000
2026	1,590,000	889,500	2,479,500
2027	1,640,000	810,000	2,450,000
2028-2032	8,845,000	2,778,250	11,623,250
2033-2036	5,715,000	671,000	6,386,000
	<u>\$ 22,320,000</u>	<u>\$ 8,274,500</u>	<u>\$ 30,594,500</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation - Governmental Activities (Continued)

Lease Revenue Refunding Bonds, Series 2019A

On December 1, 2019, the Authority issued \$27,615,000 of Lease Revenue Refunding Bonds, Series 2019A. The purpose of the bonds was to finance upfront payments of the City's Enterprise Resource Planning project and pay for the principal and interest on the Lease Revenue Refunding Bonds, Series 2011. The refunding resulted in an economic gain of \$1,746,065 and total additional cash flow of \$311,375 due to \$6.9 million of additional proceeds obtained. The lease payments on these bonds constitute obligations of the City's General Fund. The bonds mature annually in amounts ranging from \$585,000 on June 1, 2020 to \$2,020,000 on June 1, 2041. Interest on the bonds is payable on June 1 and December 1 of each year, with interest rates ranging from 1.944 percent to 3.804 percent. As of June 30, 2022, the total balance outstanding was \$25,655,000.

As of June 30, 2022, the total future debt payments for the Lease Revenue Refunding Bonds, Series 2019A, including interest thereon, are as follows:

LEASE REVENUE REFUNDING BONDS SERIES 2019A			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2023	\$ 755,000	\$ 855,876	\$ 1,610,876
2024	805,000	839,386	1,644,386
2025	860,000	821,000	1,681,000
2026	910,000	799,775	1,709,775
2027	970,000	775,952	1,745,952
2028-2032	5,845,000	3,415,499	9,260,499
2033-2037	7,865,000	2,336,479	10,201,479
2038-2041	7,645,000	740,639	8,385,639
TOTALS	<u>\$ 25,655,000</u>	<u>\$ 10,584,607</u>	<u>\$ 36,239,607</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation - Governmental Activities (Continued)

Gas Tax Revenue Refunding Bonds, Series 2020

On February 20, 2020, the Authority issued \$16,905,000 of Gas Tax Revenue Refunding Bonds, Series 2020. The purpose of these bonds was to pay for the principal and interest on the Gas Tax Revenue Certificates of Participation. The refunding resulted in an economic gain of \$4,843,757 and an estimated total cash flow savings of \$5,721,089. The bonds are secured solely by gas tax revenues received from the State of California. The bonds mature annually in amounts ranging from \$665,000 on September 1, 2020 to \$1,270,000 on September 1, 2037. Interest on the bonds is payable on March 1 and September 1 of each year, with interest rates ranging from 1.5 percent to 4.0 percent. As of June 30, 2022, the total balance outstanding was \$15,530,000.

As of June 30, 2022, the total future debt payments for the Gas Tax Revenue Refunding Bonds, Series 2020, including interest thereon, are as follows:

FISCAL YEAR	GAS TAX REVENUE BONDS		
	SERIES 2020		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 740,000	\$ 578,725	\$ 1,318,725
2024	770,000	548,525	1,318,525
2025	785,000	527,238	1,312,238
2026	805,000	509,275	1,314,275
2027	835,000	480,500	1,315,500
2028-2032	4,670,000	1,866,600	6,536,600
2033-2037	5,655,000	837,100	6,492,100
2038	1,270,000	25,400	1,295,400
TOTALS	\$ 15,530,000	\$ 5,373,363	\$ 20,903,363

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Long-term Debt (Continued)

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation – Business-Type Activities

Water Revenue Project Bonds, Series 2010B

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2010 Installment Payments and the outstanding Parity Obligations. As of June 30, 2022, Parity Obligations include the Series 2018, 2021A, and 2021 Water Revenue Bonds. These bonds were issued on February 11, 2010 in the amount of \$83,670,000. These bonds, issued as Federally Taxable Build America Bonds under the American Recovery and Reinvestment Act of 2008, carry a net interest cost of 4.5287% and mature on June 1, 2040. The City receives an interest subsidy directly from the United States Treasury equal to 35% of each interest payment. Since 2013, approximately 5.9% - 8.7% of the expected subsidy has been sequestered by the U.S. Treasury, effectively reducing the interest subsidy to 32.9%. The proceeds from the sale of the bonds were used to finance a portion of the cost of certain capital improvements related to the GREAT program. The balance outstanding as of June 30, 2022 is \$83,670,000. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues (as defined in the trust indenture) of the City's water fund. Such obligation exists through the maturity date of the bonds at June 1, 2040.

As of June 30, 2022, the total future debt payments for the Water Revenue Project Bonds, Series 2010B, including interest thereon, are as follows:

FISCAL YEAR	WATER REVENUE PROJECT BONDS SERIES 2010B		
	PRINCIPAL	INTEREST*	TOTAL
2023	\$ 1,970,000	\$ 5,786,173	\$ 7,756,173
2024	2,060,000	5,651,838	7,711,838
2025	2,150,000	5,511,367	7,661,367
2026	2,240,000	5,364,758	7,604,758
2027	2,345,000	5,212,013	7,557,013
2028-2032	13,365,000	23,517,447	36,882,447
2033-2037	23,860,000	18,549,470	42,409,470
2038-2040	35,680,000	5,069,050	40,749,050
TOTALS	\$ 83,670,000	\$ 74,662,116	\$ 158,332,116

*Interest is presented on a gross basis, excluding Build America Bonds subsidy from the US Treasury.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation – Business-Type Activities (Continued)

Water Revenue Refunding Bonds, Series 2018

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2018 Installment Payments and the outstanding Parity Obligations. As of June 30, 2022, Parity Obligations as described on these bonds are Series 2010B, 2021A, and 2021 Water Revenue Bonds. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues of the City's water fund. These bonds were issued on November 14, 2018 in the amount of \$40,370,000. These bonds carry a net interest cost of 3.9% and mature on June 1, 2036. A portion of the proceeds were used to advance refund all the outstanding principal amount of \$45,095,000 of the Water Revenue Project Bonds, Series 2006. This refunding resulted in an economic gain of \$4,833,224 and an estimated cash flow savings of \$6,558,001. The balance outstanding as of June 30, 2022 is \$36,870,000.

As of June 30, 2022, the total future debt payments for the Water Revenue Refunding Bonds, Series 2018, including interest thereon, are as follows:

FISCAL YEAR	WATER REVENUE REFUNDING BONDS SERIES 2018		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 1,280,000	\$ 1,768,913	\$ 3,048,913
2024	1,350,000	1,704,913	3,054,913
2025	1,420,000	1,637,413	3,057,413
2026	1,490,000	1,566,413	3,056,413
2027	1,560,000	1,491,913	3,051,913
2028-2032	10,715,000	6,167,313	16,882,313
2033-2036	19,055,000	2,436,650	21,491,650
TOTALS	\$ 36,870,000	\$ 16,773,525	\$ 53,643,525

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation – Business-Type Activities (Continued)

Water Revenue Refunding Bonds, Series 2021A

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2021A Installment Payments and the outstanding Parity Obligations. As of June 30, 2022, Parity Obligations as described on these bonds are Series 2010B, 2018, and 2021 Water Revenue Bonds. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues of the City's water fund. These bonds were issued on March 3, 2021 in the amount of \$23,305,000. These bonds carry a net interest cost of 3.2321% and mature on June 1, 2055. A portion of the proceeds were used to advance refund all the outstanding principal amount of \$9,560,000 of the Water Revenue Project Bonds, Series 2010A and 2012. This refunding resulted in an economic gain of \$5,090,929 and an estimated cash flow savings of \$5,172,226. The balance outstanding as of June 30, 2022 is \$21,875,000.

As of June 30, 2022, the total future debt payments for the Water Revenue Refunding Bonds, Series 2021A, including interest thereon, are as follows:

WATER REVENUE PROJECT BONDS, SERIES 2021A			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2023	\$ 385,000	\$ 875,000	\$ 1,260,000
2024	395,000	859,600	1,254,600
2025	415,000	843,800	1,258,800
2026	435,000	827,200	1,262,200
2027	450,000	809,800	1,259,800
2028-2032	1,460,000	3,785,200	5,245,200
2033-2037	-	3,667,000	3,667,000
2038-2042	1,865,000	3,630,400	5,495,400
2043-2047	5,365,000	2,881,800	8,246,800
2048-2052	6,530,000	1,719,000	8,249,000
2053-2055	4,575,000	370,800	4,945,800
TOTALS	\$ 21,875,000	\$ 20,269,600	\$ 42,144,600

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation – Business-Type Activities (Continued)

Water Revenue Refunding Bonds, Series 2021

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2021 Installment Payments and the outstanding Parity Obligations. As of June 30, 2022, Parity Obligations as described on these bonds are Series 2010B, 2018 and 2021A Water Revenue Bonds. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues of the City's water fund. These bonds were issued on November 2, 2021 in the amount of \$24,159,946. These bonds carry a net interest cost of 2.700% and mature on June 1, 2034. A portion of the proceeds were used to advance refund all the outstanding principal amount of \$24,031,946 of the Water Revenue Bonds, Series 2014. This refunding resulted in an economic gain of \$1,098,806 and an estimated cash flow savings of \$1,398,084. The balance outstanding as of June 30, 2022 is \$24,097,479.

As of June 30, 2022, the total future debt payments for the Water Revenue Refunding Bonds, Series 2021, including interest thereon, are as follows:

WATER REVENUE REFUNDING BONDS SERIES 2021			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2023	\$ 1,727,121	\$ 650,632	\$ 2,377,753
2024	1,774,504	604,000	2,378,504
2025	1,818,916	556,088	2,375,004
2026	1,870,276	506,977	2,377,253
2027	1,923,274	456,480	2,379,754
2028-2032	10,415,424	1,475,344	11,890,768
2033-2034	4,567,964	185,794	4,753,758
TOTALS	\$ 24,097,479	\$ 4,435,315	\$ 28,532,794

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation – Business-Type Activities (Continued)

Wastewater Revenue Refunding Bonds, Series 2014

Wastewater Revenue Refunding Bonds, Series 2014 were issued on November 18, 2014 in the amount of \$71,985,000 to refund the Wastewater Revenue Refunding Bonds, Series 2004 issued on June 22, 2004 with outstanding balance of \$80,000,000. These bonds carry a net interest cost of 4.211% and mature on June 1, 2034. The balance outstanding as of June 30, 2022 is \$64,455,000. The City has pledged all net wastewater revenues and all amounts on deposit in the Revenue Fund for the payment of the 2014 Installment Payments and the outstanding Parity Obligations.

As of June 30, 2022, Parity Obligations include the 2018 Wastewater Revenue Bonds. The Installment Payments on the 2014 Bonds are secured by a first priority lien on the net system revenues (as defined in the trust indenture) of the City's wastewater fund. Such obligation exists through the maturity date of the bonds at June 1, 2034.

As of June 30, 2022, the total future debt payments for the Wastewater Revenue Refunding Bonds, Series 2014, including interest thereon, are as follows:

WASTEWATER REVENUE REFUNDING BONDS SERIES 2014			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2023	\$ 4,050,000	\$ 3,222,750	\$ 7,272,750
2024	4,250,000	3,020,250	7,270,250
2025	4,465,000	2,807,750	7,272,750
2026	4,690,000	2,584,500	7,274,500
2027	4,925,000	2,350,000	7,275,000
2028-2032	28,555,000	7,802,750	36,357,750
2033-2034	13,520,000	1,022,250	14,542,250
TOTALS	<u>\$ 64,455,000</u>	<u>\$ 22,810,250</u>	<u>\$ 87,265,250</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Long-term Debt (Continued)

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation – Business-Type Activities (Continued)

Wastewater Revenue Refunding Bonds, Series 2018

The City has pledged all net wastewater revenues and all amounts on deposit in the Revenue Fund for the payment of the 2018 Installment Payments and outstanding Parity Obligations. As of June 30, 2022, Parity Obligations include the 2014 Wastewater Revenue Bonds. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues of the City's wastewater fund. These bonds were issued on November 14, 2018 in the amount of \$24,550,000. These bonds carry a net interest cost of 3.6% and mature on June 1, 2034. A portion of the proceeds were used to advance refund all the outstanding principal amount of \$14,675,000 of the Wastewater Revenue Project Bonds, Series 2004B and \$9,385,000 of the Wastewater Revenue Project Bonds, Series 2006 and finance the termination payment with respect to an interest rate swap relating to the 2004 Bonds. This refunding resulted in an economic gain of \$1,812,042 and a cash flow savings of \$2,282,549. The balance outstanding as of June 30, 2022 is \$19,640,000.

As of June 30, 2022, the total future debt payments for the Wastewater Revenue Refunding Bonds, Series 2018, including interest thereon, are as follows:

WASTEWATER REVENUE REFUNDING BONDS SERIES 2018			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2023	\$ 1,235,000	\$ 922,000	\$ 2,157,000
2024	1,300,000	860,250	2,160,250
2025	1,365,000	795,250	2,160,250
2026	1,430,000	727,000	2,157,000
2027	1,500,000	655,500	2,155,500
2028-2032	8,730,000	2,071,250	10,801,250
2033-2034	4,080,000	246,400	4,326,400
TOTALS	\$ 19,640,000	\$ 6,277,650	\$ 25,917,650

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Descriptions of Long-term Debt (Continued)

Bonds and Certificates of Participation – Business-Type Activities (Continued)

Housing Authority 2004 Capital Fund Revenue Bonds

The Oxnard Housing Authority issued Affordable Housing Agency Certificates of Participation, Series 2004 (Oxnard's Santa Clara Projects) on April 26, 2004 in the amount of \$10,370,000, evidencing a proportionate ownership interest in debt service payments to be made with respect to certain Capital Fund Revenue Bonds, Series 2004, issued by the Oxnard and Santa Clara Housing Authorities in the amounts of \$5,820,000 and \$4,550,000, respectively. Each certificate represents a proportionate ownership interest of the holder in the right to receive debt service payments made with respect to the bonds. The obligation of the housing authorities under their respective bond indentures are independent and neither is obligated for the payment of principal or interest on the bonds of the other housing authority. The bonds were issued to finance certain capital projects of the Housing Authority, with interest ranging from 2.00% to 4.95%, maturing on April 1, 2024. The outstanding balance as of June 30, 2022 is \$840,000.

As of June 30, 2022, the total future debt payments for the Housing Authority 2004 Capital Fund Revenue Bonds, including interest thereon, are as follows:

FISCAL YEAR	HOUSING AUTHORITY 2004 CAPITAL FUND REVENUE BONDS		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 410,000	\$ 41,375	\$ 451,375
2024	430,000	21,285	451,285
TOTALS	<u>\$ 840,000</u>	<u>\$ 62,660</u>	<u>\$ 902,660</u>

Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years. During the current year, the City performed calculations of excess investment earnings on various bonds and financings. Potential liabilities were calculated for the issues and rebate payments were made as appropriate. No arbitrage liability existed at June 30, 2022.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
H. **Long-term Debt (Continued)**

Credit Rating

As of June 30, 2022, the City's issuer credit rating was "A+" while maintaining ratings of "A", "AA-", "A" and "A" for General (Lease Revenue), Gas Tax, Water and Wastewater Bonds, respectively.

Debt with Pledged Revenue

The City has pledged all net water system revenues and all amounts on deposit in the Revenue Fund for the payment of the bond Installment Payments and the outstanding Parity Obligations. The net water system revenues will not be used for any other purpose while any of the Installment Payments remain unpaid provided, however, that out of the net water system revenues, there may be apportioned such sums for purposes as permitted by the Installment Purchase Agreements.

Principal and interest (less BABs subsidy on Series 2010B) paid for the current year and net water revenue were \$11,020,330 and \$13,674,303, respectively. The debt service coverage ratio of 124% is in compliance with the ratio required by bond covenants. Those covenants require coverage equal to at least 100% of debt payments plus unrestricted reserves equal to the difference between 125% of principal and interest payments and net water revenues. If the debt service coverage ratio is below 100% of principal and interest payments the trustee can declare the bonds in default and pursue remedies provided for in the Installment Purchase Agreement.

The City has pledged all net wastewater system revenues and all amounts on deposit in the Revenue Fund for the payment of the bond Installment Payments and the outstanding Parity Obligations. The net wastewater system revenues will not be used for any other purpose while any of the Installment Payments remain unpaid provided, however, that out of the net wastewater system revenues, there may be apportioned such sums for purposes as permitted by the Installment Purchase Agreements.

Principal and interest paid for the current year and net wastewater revenue were \$9,431,500 and \$22,438,100, respectively. The debt service coverage ratio of 238% is in compliance with the ratio required by bond covenants. Those covenants require coverage equal to at least 100% of debt payments plus unrestricted reserves equal to the difference between 125% of principal and interest payments and net wastewater revenues. If the debt service coverage ratio is below 100% of principal and interest payments the trustee can declare the bonds in default and pursue remedies provided for in the Installment Purchase Agreement.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 H. **Long-term Debt (Continued)**

Debt with Pledged Revenue (Continued)

The U.S. Department of Housing and Urban Development has approved the issuance of the Oxnard Housing Authority bonds and the certificates and has authorized the Authority to pledge and assign its Capital Fund Program monies to the payment of the bonds and, therefore, the certificates. During the year, \$1,292,275 of Capital Fund Grant revenue was earned, of which, \$370,000 was applied to the repayment of the bonds.

Capital Lease Obligations - Governmental Activities

2012 Lease Purchase Agreement

On August 1, 2012, the City entered into a Lease Purchase Agreement with Capital One Public Funding, LLC in the amount of \$5,570,838, for the purpose of refinancing the 1999 Certificate of Participation, with interest rate of 3.54% and final maturity date on June 1, 2028. The refunding resulted in an overall cash flow savings of \$658,975 and economic gain of \$566,623. The outstanding balance as of June 30, 2022 is \$2,303,516. These lease payments constitute obligations of the City's General Fund. Such obligation exists through the maturity date of the lease at June 1, 2028.

As of June 30, 2022, the total future lease payments for the 2012 Lease Purchase Agreement, including interest thereon, are as follows:

FISCAL YEAR	2012 LEASE PURCHASE		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 351,135	\$ 81,544	\$ 432,679
2024	364,565	69,114	433,679
2025	377,521	56,209	433,730
2026	389,985	42,844	432,829
2027	401,941	29,039	430,980
2028	418,369	14,810	433,179
TOTALS	<u>\$ 2,303,516</u>	<u>\$ 293,561</u>	<u>\$ 2,597,077</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Capital Lease Obligations - Governmental Activities (Continued)

2014 Lease Purchase Agreement

On January 1, 2014, the City entered into a Lease Agreement with Oxnard Fire Station, LLC for the lease of the Oxnard Fire Station #8 in the amount of \$13,813,065. Total lease payments beginning June 1, 2016 through December 31, 2031 amount to \$20,359,994, including interest of \$6,063,301. These lease payments constitute obligations of the City's General Fund. The outstanding balance as of June 30, 2022 is \$9,696,695.

The base rental is equal to the principal and interest payable with respect to the Revenue Bonds (Oxnard Fire Station Project) 2014 Series A and Revenue Bonds (Oxnard Fire Station Project) 2014 Series B (Taxable) issued by the California Municipal Finance Authority (Authority) in the amount of \$15,160,000 and \$220,000 respectively. The Authority loaned the proceeds of the bonds to Oxnard Fire Station, LLC to finance the construction of the Oxnard Fire Station #8.

As of June 30, 2022, the total future lease payments for the 2014 Lease Purchase Agreement, including interest thereon, are as follows:

FISCAL YEAR	2014 LEASE PURCHASE		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 885,000	\$ 465,869	\$ 1,350,869
2024	920,000	431,494	1,351,494
2025	955,000	390,944	1,345,944
2026	1,005,000	346,341	1,351,341
2027	1,045,000	303,406	1,348,406
2028-2032	4,886,695	1,825,118	6,711,813
TOTALS	<u>\$ 9,696,695</u>	<u>\$ 3,763,172</u>	<u>\$ 13,459,867</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

H. **Long-term Debt (Continued)**

Capital Lease Obligations - Governmental Activities (Continued)

Bank of America Capital Lease 2018

On March 30, 2018, the City entered into an Equipment Lease/Purchase Agreement with Banc America Capital Corporation (BofA) in an amount not to exceed \$5 million for the purpose of acquiring public safety communication equipment and vehicles, fire apparatus and vehicles, and other capital assets. As of June 30, 2022, the total outstanding balance on this line of credit was \$1,355,250. The lease payments constitute obligations of the City's General Fund. Such obligation exists through the maturity date of the lease, \$2 million due on March 30, 2023 and \$3 million due on March 30, 2025.

As of June 30, 2022, the total future lease payments for the B of A Capital Lease 2018, including interest thereon, are as follows:

FISCAL YEAR	B OF A CAPITAL LEASE 2018		TOTAL
	PRINCIPAL	INTEREST	
2023	\$ 654,385	\$ 30,833	\$ 685,218
2024	345,718	16,658	362,377
2025	355,146	7,231	362,377
TOTALS	\$ 1,355,250	\$ 54,722	\$ 1,409,972

Bank of America Capital Lease 2022

On April 5, 2022, the City entered into an Equipment Lease/Purchase Agreement with Banc America Capital Corporation (BofA) in an amount of \$3.3 million for the purpose of acquiring and upfitting fire vehicles. As of June 30, 2022, the total outstanding balance on this line of credit was \$3,300,000. The lease payments constitute obligations of the City's General Fund.

As of June 30, 2022, the total future lease payments for the B of A Capital Lease 2022, including interest thereon, are as follows:

FISCAL YEAR	B OF A CAPITAL LEASE 2022		TOTAL
	PRINCIPAL	INTEREST	
2023	\$ 304,207	\$ 85,661	\$ 389,868
2024	323,103	66,764	389,868
2025	330,545	59,323	389,868
2026	338,158	51,710	389,868
2027	345,946	43,922	389,868
2028-2032	1,658,041	96,364	1,754,405
TOTALS	\$ 3,300,000	\$ 403,744	\$ 3,703,744

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Long-term Debt (Continued)

Direct Borrowings (Continued)

Capital Lease Obligations - Business-Type Activities

B of A Capital Lease 2018

On March 30, 2018, the City entered into an Equipment Lease/Purchase Agreement with Banc America Capital Corporation in an amount not to exceed \$5 million for the purpose of acquiring refuse trucks and vehicles. As of June 30, 2022, the total outstanding balance on this line of credit was \$3,070,728. The lease payments constitute obligations of the City's Environmental Resources Fund. Such obligation exists through the maturity date of the lease on March 30, 2028. As of June 30, 2022, the total future lease payments for the B of A Capital Lease 2018, including interest thereon, are as follows:

B OF A CAPITAL LEASE 2018			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2023	\$ 493,970	\$ 90,105	\$ 584,075
2024	509,183	74,892	584,075
2025	524,864	59,211	584,075
2026	541,028	43,047	584,075
2027	557,689	26,386	584,075
2028	443,995	9,211	453,205
TOTALS	\$ 3,070,728	\$ 302,852	\$ 3,373,580

Capital lease obligations are collateralized by equipment purchased and unspent proceeds held in escrow. In the event of default, the lender has the right to seize the collateral and/or call the debt.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Long-term Debt (Continued)

Direct Borrowings (Continued)

Capital Lease Obligations - Business-Type Activities (Continued)

B of A Capital Lease 2021

In October 2021, the City entered into an Equipment Lease/Purchase Agreement with Bank America Capital Corporation in an amount of \$10,255,000 for the purpose of acquiring refuse loaders. As of June 30, 2022, the total outstanding balance on this line of credit was \$8,801,431. The lease payments constitute obligations of the City's Environmental Resources Fund. Such obligation exists through the maturity date of the lease on March 30, 2028. As of June 30, 2022, the total future lease payments for the B of A Capital Lease 2021, including interest thereon, are as follows:

FISCAL YEAR	B OF A CAPITAL LEASE		
	2021		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 1,414,261	\$ 122,927	\$ 1,537,188
2024	1,434,912	102,276	1,537,188
2025	1,455,865	81,323	1,537,188
2026	1,477,123	60,065	1,537,188
2027	1,498,693	38,496	1,537,189
2028	1,520,576	16,612	1,537,188
TOTALS	\$ 8,801,430	\$ 421,699	\$ 9,223,129

Capital lease obligations are collateralized by equipment purchased and unspent proceeds held in escrow. In the event of default, the lender has the right to seize the collateral and/or call the debt.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
H. **Long-term Debt (Continued)**

Notes Payable – Business-Type Activities

Housing Authority Community Development Commission Note Payable

The Authority entered into a note agreement dated July 21, 2009, secured by a deed of trust, in the amount of \$350,000 payable to the City of Oxnard Community Development Commission (“CDC”) to finance the development of affordable housing units on Cuesta del Mar in the Southwinds Redevelopment Project Area. The principal balance on the note bears interest at the rate of interest paid in the Local Agency Investment Fund (LAIF) plus 1% per annum. Payments are to be made annually, commencing on January 30, of the year following the issuance of the first Certificate of Occupancy for the project, and each January 30 thereafter. As of June 30, 2014, the project was considered permanently stalled and would not be completed. The loan is to be payable in one lump sum payment due sixty (60) days after the anniversary of the failure to complete project determination. There is an option to extend the repayment date for a period not to exceed two years as approved by the CDC’s Director. The outstanding balance at June 30, 2022 is \$269,710.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 H. **Long-term Debt (Continued)**

Special Assessment Bonds

There are various 1915 Act Improvement Districts and Mello-Roos Community Facilities Districts within the City, which have issued special assessment or special tax debt. The debt is secured by liens of special assessments or special taxes on the properties in the districts and is paid by the property owners. The City is not liable under any circumstance for the repayment of the debt, but is only acting as agent for the property owners in collecting the assessments and special taxes, forwarding the collections to fiscal agents to pay the bondholders, and initiating foreclosure proceedings when appropriate.

Accordingly, such special assessment debt is not reflected in the accompanying basic financial statements. Special assessment debt outstanding at June 30, 2022 is as follows:

	<u>AMOUNT</u>
Rice Avenue/Highway 101 Interchange Assessment District	
Local Obligation Revenue Bonds (2012 Special District Bond Refinancing to refund 1915 Act Limited Obligation Bonds)	\$ 7,615,000
City of Oxnard Community Facilities District 1 (Westport)	
Local Obligation Revenue Bonds (2012 Special District Bond Refinancing to refund CFD No. 2000-3 Bonds)	6,468,200
Oxnard Boulevard Interchange Community Facilities District 2000-3	
Local Obligation Revenue Bonds (2012 Special District Bond Refinancing to refund CFD No. 1 Bonds)	4,680,000
Oxnard Boulevard/Highway 101 Interchange Assessment District 2000-1	
1915 Act Improvement Limited Obligation Bonds	1,395,000
Community Facilities District No. 3	
Special Tax Refunding Bond 2013 (Seabridge Mandalay Bay)	<u>20,700,001</u>
TOTAL	<u>\$ 40,858,201</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

I. Compensated Absences

The accrual for compensated absences was reported as follows as of June 30, 2022:

	BALANCE JULY 1, 2021	ADDITIONS	PAYMENTS	BALANCE JUNE 30, 2022	DUE WITHIN ONE YEAR
GOVERNMENTAL ACTIVITIES					
General Fund	\$ 15,858,050	\$ 4,613,013	\$ (5,825,876)	\$ 14,645,187	\$ 9,719,039
Internal Service Fund	936,889	305,746	(535,582)	707,053	460,982
	<u>16,794,941</u>	<u>4,918,759</u>	<u>(6,361,458)</u>	<u>15,352,240</u>	<u>10,180,021</u>
BUSINESS-TYPE ACTIVITIES					
Water	562,754	370,416	(342,098)	591,072	385,365
Wastewater	801,918	410,807	(489,230)	723,495	471,702
Environmental resources	1,557,621	640,006	(718,193)	1,479,434	964,556
Oxnard Housing Authority	608,746	225,692	(231,091)	603,347	241,060
	<u>3,531,039</u>	<u>1,646,921</u>	<u>(1,780,612)</u>	<u>3,397,348</u>	<u>2,062,683</u>
TOTALS	<u>\$ 20,325,980</u>	<u>\$ 6,565,680</u>	<u>\$ (8,142,070)</u>	<u>\$ 18,749,588</u>	<u>\$ 12,242,704</u>

Accrued compensated absences includes an adjustment of \$490,553 for California Labor Code Section 4850 benefits for public employees in a specified class.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

II. DETAILED NOTES ON ALL FUNDS (Continued)

J. Fund Balances

The following funds/subfunds had deficit fund balances as of June 30, 2022:

	<u>AMOUNT</u>
Public Liability / Property Damage	\$ (2,615,680)
Workers' Compensation	(16,537,438)
Utility Customer Service	(90,631)
Information Services	(1,862,100)
Facilities Maintenance	(3,418,635)
Equipment Maintenance	(5,460,587)

Deficits in the Public Liability / Property Damage and Workers' Compensation Funds result from implementing conservative actuarial assumptions regarding claims liabilities, including incurred but not reported claims. The City expects to replenish the reserve over a 10-year period.

Deficits in Utility Customer Service, Information Services, Facilities Maintenance, and Equipment Maintenance resulted from accrual of pension and OPEB liabilities. The deficits in these internal service funds are primarily attributable to the implementation of GASB Statements 68 and 75 to record liabilities for employee pensions and other post-employment benefits. These liabilities will be liquidated with revenue received in future years that cannot be accrued in these financial statements.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS

The City provides pension benefits to its employees through four defined benefit plans: CalPERS Miscellaneous Plan, CalPERS Police Plan, CalPERS Fire, and the Retirement Enhancement Plan. Pension expense for all plans totaled \$19,954,859 for the year ended June 30, 2022. Total pension liabilities, fiduciary net position, and net pension liabilities for all plans as of June 30, 2022 are as follows:

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Miscellaneous Plan	\$ 537,543,718	\$ 453,220,305	\$ 84,323,413
Safety – Police	429,794,655	379,285,078	50,509,577
Safety – Fire	183,650,667	143,560,254	40,090,413
Retirement Enhancement Plan	112,615,803	96,434,720	16,181,083
TOTALS	\$ 1,263,604,843	\$ 1,072,500,357	\$ 191,104,486

1. California Public Employees' Retirement System

A. Retirement Plan Description

The City contributes to the California Public Employees' Retirement System (CalPERS), an agent multiple-employer public employee defined benefit plan, which acts as a common investment and administrative agent for participating public entities within the State of California. The City participates in agent multiple-employer plans for its Miscellaneous 2% at 55 and 2% at 62 and Police 3% at 50 and 2.7% at 57, and in the cost-sharing plan for its Fire 3% at 50 and 2.7% at 57. Benefit provisions and all other requirements are established by State statutes within the Public Employees' Retirement Law. City of Oxnard selects optimal benefit provisions and adopts those benefits through local ordinance. Copies of CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 "P" Street, Sacramento, CA 95814 or from the CalPERS website <http://www.calpers.ca.gov>. During the year ended June 30, 2013, the California's Public Employees' Pension Reform Act (PEPRA) went into effect. PEPRA requires new benefits and member contributions for new members as defined by PEPRA that are hired after January 1, 2013. Employees who were CalPERS members before January 1, 2013 are considered "Classic Members."

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

B. Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment.

Classic members or PEPRA Safety members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. PEPRA Miscellaneous members become eligible for retirement at age 52 with at least five years of service. The service retirement benefit is a monthly allowance taking into account the benefit factor, years of service, and final compensation. The benefit factor depends on the benefit formula specified in the employer's contract. The years of service is the amount credited by CalPERS to a member while he or she is employed in this group. The final compensation is the monthly average of the member's highest 12 consecutive months' full-time equivalent monthly pay.

All members are eligible for nonduty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The standard death benefit for Safety members is the Special Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

C. Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

C. Contributions (Continued)

Participants in the Miscellaneous and Safety plans are required to contribute a percentage of their annual covered salary. The City pays a portion of the contributions required of City employees on their behalf in accordance with respective memoranda of understanding (MOUs). The City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members.

For the year ended June 30, 2022, the City's total contributions for the Miscellaneous and Safety Plans were \$38,365,353. The City's contributions recognized as part of the pension expense for the year ended June 30, 2022 were \$36,568,532 for the Miscellaneous and Safety Plans.

The Plan's provisions and benefits in effect at June 30, 2022 are summarized as follows:

	Miscellaneous	
	Prior to January 1, 2013	On or After January 1, 2013
Hire date		
Benefit formula	2.0% at 55	2.0% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 67+	52 - 67+
Monthly benefits, as a percentage of eligible compensation	1.43% to 2.42%	1.00% to 2.50%
Required employee contribution rates	7.15%	7.50%
Required employer contribution rates plus	9.520%	9.520%
unfunded accrued liability	\$ 11,266,153	\$ -

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)
C. Contributions (Continued)

	Safety – Police	
	Prior to January 1, 2013	On or After January 1, 2013
Hire date		
Benefit formula	3.0% at 50	2.7% at 57
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55+	50 - 57+
Monthly benefits as a percentage of eligible compensation	3.00%	2.00% to 2.70%
Required employee contribution rates	10.38%	15.50%
Required employer contribution rates plus unfunded accrued liability	25.900% \$ 7,960,638	25.900% \$ -

	Safety – Fire	
	Prior to January 1, 2013	On or After January 1, 2013
Hire date		
Benefit formula	3.0% at 50	2.7% at 57
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50 - 55+	50 - 57+
Monthly benefits as a percentage of eligible compensation	3.00%	2.00% to 2.70%
Required employee contribution rates	9.00%	13.75%
Required employer contribution rates plus unfunded accrued liability	25.590% \$ 4,819,177	13.980% \$ 14,710

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

C. Contributions (Continued)

At June 30, 2021 (measurement date), the following employees were covered by the benefit terms of the Plan:

Plan Members	Number of Members		
	Miscellaneous Plan	Safety Plan - Police	Safety Plan - Fire
Active	847	228	113
Transferred	646	36	29
Terminated	1,410	44	16
Retired and beneficiaries	1,153	281	144
TOTALS	4,056	589	302

D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2021 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value of Assets
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Payroll Growth	2.75%
Investment Rate of Return	7.00% Net of Pension Plan Investment and Administrative Expenses; includes Inflation
Mortality Rate Table ¹	Derived using CalPERS Membership Data for all funds
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies 2.75% thereafter

¹ The mortality table was developed based on CalPERS specific data. The table includes 15 years of mortality improvements using 90% of Society of Actuaries Scale MP-2016.

All other actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study for the period from 1997 to 2011, including updates to salary increase, mortality, and retirement rates. The Experience Study report can be obtained at CalPERS' website under Forms and Publications.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

E. Discount Rate and Long-Term Expected Rate of Return

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

E. Discount Rate and Long-Term Expected Rate of Return (Continued)

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	Current Strategic Allocation	Rate of Return ⁽¹⁾ Years 1 - 10	Rate of Return ⁽²⁾ Years 11+
Global Equity	50.00%	4.80%	5.98%
Global Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	-	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	-	-0.92%

⁽¹⁾ An expected inflation of 2.0% used for this period

⁽²⁾ An expected inflation of 2.92% used for this period

On November 17, 2021, CalPERS adopted changes to the strategic asset allocation as shown in the Policy Target Allocation below expressed as a percentage of total assets.

Asset Class	Policy Target Allocation Effective As of 11/17/2021
Global Equity Cap-weighted	30.0%
Global Equity Non-cCap-weighted	12.0%
Private Equity	13.0%
Private Debt	5.0%
Emerging Market Sovereign Bonds	5.0%
High Yield Bonds	5.0%
Investment Grade Corporates	10.0%
Mortgage-backed Securities	5.0%
Treasuries	5.0%
Real Assets	15.0%
Leverage	-5.0%

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

The City's net pension liability is measured as the total pension liability less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2021, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020, rolled forward to June 30, 2021, using standard update procedures. The following tables show the plan fiduciary net position and the net pension liabilities for the Miscellaneous and Safety-Police Plans and the respective changes in net pension liabilities recognized over the measurement period.

Miscellaneous Plan	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2020 (Valuation Date)	<u>\$ 519,922,892</u>	<u>\$ 377,608,104</u>	<u>\$ 142,314,788</u>
Changes Recognized for the Measurement Period			
Service cost	9,098,206	-	9,098,206
Interest on the total pension liability	36,491,272	-	36,491,272
Changes of assumptions	-	-	-
Differences between expected and actual experience	(240,462)	-	(240,462)
Net Plan to plan resource movement	-	-	-
Employer contributions	-	14,868,691	(14,868,691)
Employee contributions (paid by employer)	-	4,101,994	(4,101,994)
Net investment income	-	84,746,913	(84,746,913)
Benefit payments, included refunds of employee contributions	(27,728,190)	(27,728,190)	-
Administrative expense	-	(377,207)	377,207
Other miscellaneous income/(expenses)	-	-	-
Net changes	<u>17,620,826</u>	<u>75,612,201</u>	<u>(57,991,375)</u>
Balance at June 30, 2021 (Measurement Date)	<u>\$ 537,543,718</u>	<u>\$ 453,220,305</u>	<u>\$ 84,323,413</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)
F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of
Resources Related to Pensions (Continued)

Safety – Police Plan	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2020 (Valuation Date)	<u>\$ 415,648,717</u>	<u>\$ 311,036,005</u>	<u>\$ 104,612,712</u>
Changes Recognized for the Measurement Period			
Service cost	9,133,023	-	9,133,023
Interest on the total pension liability	29,032,165	-	29,032,165
Changes of assumptions	-	-	-
Differences between expected and actual experience	(4,322,687)	-	(4,322,687)
Net Plan to Plan Resource Movement	-	-	-
Employer contributions	-	14,870,411	(14,870,411)
Employee contributions (paid by employer)	-	2,702,869	(2,702,869)
Net investment income	-	70,683,062	(70,683,062)
Benefit payments, included refunds of employee contributions	(19,696,563)	(19,696,563)	-
Administrative expense	-	(310,706)	310,706
Other miscellaneous income/(expenses)	-	-	-
Net changes	<u>14,145,938</u>	<u>68,249,073</u>	<u>(54,103,135)</u>
Balance at June 30, 2021 (Measurement Date)	<u>\$ 429,794,655</u>	<u>\$ 379,285,078</u>	<u>\$ 50,509,577</u>

The following shows the Safety – Fire Plan's proportionate share of the risk pool collective net pension liability over the measurement period.

Safety – Fire Plan	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)	Proportionate Share of the Collective Net Pension Liability
Balance at June 30, 2020 (Valuation Date)	<u>\$ 177,546,739</u>	<u>\$ 119,487,828</u>	<u>\$ 58,058,911</u>	0.533609%
Net changes during 2020-2021	<u>6,103,928</u>	<u>24,072,426</u>	<u>(17,968,498)</u>	0.207671%
Balance at June 30, 2021 (Measurement Date)	<u>\$ 183,650,667</u>	<u>\$ 143,560,254</u>	<u>\$ 40,090,413</u>	<u>0.741280%</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

The City's proportionate share of the collective net pension liability was determined by CalPERS based on the following allocation methodology:

The schedules of employer allocation by rate plan include three ratios:

- (1) *Actuarial Accrued Liability* - Determined based on the Actuarial Accrued Liability from the most recent Actuarial Valuation Report as of June 30, 2020 used for funding purposes.
- (2) *Market Value of Assets* - Determined based on the sum of the Market Value of Assets (MVA) from the most recent Actuarial Valuation as June 30, 2020 used for funding purposes plus supplemental payments made by employers during the current measurement period to reduce their unfunded actuarial accrued liabilities.
- (3) *Contributions* - Determined based on the legally or statutorily required employer contributions for the fiscal year ended June 30, 2021, including reported contribution adjustments and suspended payroll information. Legally or statutorily required employer contributions were determined by multiplying the employer's contribution rate by the annual benefit compensation (payroll) for the fiscal year and excluding payments for benefit improvements known as Golden Handshakes, which CalPERS considers to be separately financed employer-specific liabilities.

The total pension liability was allocated based on the rate plan's share of the Actuarial Accrued Liability. The fiduciary net position was allocated based on the rate plan's share of the Market Value of Assets. The net pension liability was derived by subtracting the fiduciary net position from the total pension liability. Deferred outflows of resources, deferred inflows of resources, and pension expense were allocated based on the rate plan's share of contributions.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

For the year ended June 30, 2022, the City recognized pension expense of \$4,419,430, \$2,290,550, \$12,884,879 for the Miscellaneous, Safety – Police, and Safety – Fire Plans, respectively. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to the measurement date:		
Miscellaneous Plan	\$ 16,629,417	\$ -
Safety – Police	14,205,115	-
Safety – Fire	7,530,821	-
Net difference between projected and actual earnings on pension plan investments:		
Miscellaneous Plan	-	41,981,062
Safety – Police	-	35,130,253
Safety – Fire	-	23,861,503
Changes of assumptions		
Miscellaneous Plan	-	-
Safety – Police	-	189,478
Safety – Fire	-	-
Differences between expected and actual experiences		
Miscellaneous Plan	184,408	140,269
Safety – Police	805,610	5,690,761
Safety – Fire	6,849,412	-
Change in proportion		
Safety – Fire	113,826	565,943
Difference between the employer's contributions and the employer's proportionate share of contributions		
Safety – Fire	<u>518,618</u>	<u>611,756</u>
TOTALS	<u>\$ 46,837,227</u>	<u>\$ 108,171,025</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

The deferred outflows of resources related to contributions subsequent to the measurement date of \$38,365,353 will be recognized as a reduction of the net pension liability in the year ending June 30, 2022. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Miscellaneous Plan	
Measurement Period	Deferred Outflows/
Ending June 30	(Inflows) of Resources
2022	\$ (10,507,503)
2023	(9,726,094)
2024	(10,083,371)
2025	(11,619,955)
2026	-
TOTAL	\$ (41,936,923)

Safety – Police	
Measurement Period	Deferred Outflows/
Ending June 30	(Inflows) of Resources
2022	\$ (10,834,786)
2023	(9,789,161)
2024	(9,765,566)
2025	(9,815,369)
2026	-
TOTAL	\$ (40,204,882)

Safety – Fire	
Measurement Period	Deferred Outflows/
Ending June 30	(Inflows) of Resources
2022	\$ (2,447,968)
2023	(3,473,030)
2024	(5,069,995)
2025	(6,566,353)
2026	-
TOTAL	\$ (17,557,346)

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
California Public Employees' Retirement System (Continued)

G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
<u>Net Pension Liability (Asset)</u>			
Miscellaneous Plan	\$ 155,416,298	\$ 84,323,413	\$ 25,776,308
Safety – Police	110,662,396	50,509,577	1,360,323
Safety – Fire	64,811,378	40,090,413	19,785,195
TOTALS	\$ 330,890,072	\$ 174,923,403	\$ 46,921,826

2. Retirement Enhancement Plan

A. Plan Description

The City established a Retirement Enhancement Plan (REP), single-employer defined benefit pension plan, effective January 1, 2003 for selected groups of miscellaneous employees (non-safety), Service Employees International Union (SEIU), International Union of Operating Engineers (IUOE), Management, and one of the two groups of Confidential employees. REP is a defined benefit 401(a) tax-qualified multiple agency trust. It meets the requirements of a pension trust under the California Government Code. The plan provides supplemental retirement benefits in addition to PERS. A separate report was not issued for the Retirement Enhancement Plan; therefore, the notes to the financial statements are included below. The City reports the Retirement Enhancement Plan as a pension trust fund in the fiduciary funds financial statements.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
Retirement Enhancement Plan (Continued)
A. Plan Description (Continued)

Authorized Investments

For the Retirement Enhancement Plan, the specific investments are managed by the trustee under guidelines approved by the City as follows:

Risk tolerance	Market risk
Time horizon	Long term
Income of liquidity needs	As requested
Account of trust restrictions	None
Unique needs and circumstances	None
Investment objective	Balanced
Strategic ranges	0%-20% Cash 25%-45% Fixed income 50%-70% Equity
Acceptable investments	Individual stocks Individual bonds Trustee funds External funds Index-based securities including Exchange-Traded Funds (ETF)
Fixed income guidelines	Maturity range 2-15 years Duration range 4-7 years Investment grade - minimum credit quality
Equity guidelines	The core portion of the equity allocation will consist of individual issues. Actively- managed mutual funds will be utilized for other market segments in accordance with the trustee's tactical strategy.

The primary goals of the balanced investment objective are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of the total return, although growth through capital appreciation is equally important.

B. Benefits Provided

For employees meeting the eligibility requirements, the plan provides a benefit equal to the "3% at 60" plan factor (formula is a static 3% at age 60 and older), less the PERS "2% at 55" plan factors for all years of City service plus any military service purchased through PERS (prior to July 1, 2003) while an employee of the City of Oxnard.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

Retirement Enhancement Plan (Continued)

B. Benefits Provided (Continued)

Eligibility for an immediate benefit is defined as reaching age 50, completing five years of Oxnard service, and retiring concurrently from both the City and PERS after leaving City employment. In addition, a deferred benefit would be available to participants who complete five years of service. The City has full discretionary authority to control, amend, modify, or terminate this plan at any time.

At June 30, 2022, the following employees were covered by the benefit:

Description	Number of Members
Active members	429
Inactives entitled to benefit payments	182
Inactives currently receiving benefit payments	251
TOTAL	862

C. Contributions

Employees and the City contribute a total of 8% of eligible employees' gross wages. Current employee and City contributions by employee groups are as follows:

	City Contributions	Employee Contributions
IUOE	2.70%	5.30%
SEIU	3.50%	4.50%
Management and confidential	3.00%	5.00%
Confidential - hourly	2.50%	5.50%

In addition, the City is required to contribute the remaining amounts necessary to fund the benefit to its members using the actuarial basis recommended by REP actuarial consultants. The actuarially determined contribution for the fiscal year ended June 30, 2022 was 16.2% of eligible employee gross wages. The City contributed \$3,194,442 to REP for the year ended June 30, 2022.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
Retirement Enhancement Plan (Continued)

D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability
 The June 30, 2022 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal, Level % of pay
Actuarial Assumptions	
Contribution Policy	City contributes full ADC
Discount Rate and Long-Term Expected Rate of	5.75% at June 30, 2021
General Inflation	2.5% annually
Mortality, Retirement, Disability, Termination	CalPERS 2000-2019 Experience Study
Mortality Improvement	
	Mortality projected fully generational with Scale MP-2021
Salary Increases	Aggregate - 2.75% Annually
	Merit - CalPERS 2000-2019 Experience Study

E. Discount Rate
 The discount rate used to measure the total pension liability for the Plan was 5.75%. The pension trust is projected to have sufficient assets to pay benefits per the Plan's current contribution policy.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	Target Allocation	Expected Real Rate of Return
Global Equity	60.00%	4.56%
Fixed Income	40.00%	0.78%
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return, Rounded		5.75%

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
Retirement Enhancement Plan (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

The City's net pension liability is measured as the total pension liability less the pension plan's fiduciary net position. The net pension liability of the Retirement Enhancement Plan is measured as of June 30, 2022, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021.

The following table shows the net pension liabilities for the Plan and the respective changes in net pension liabilities recognized over the measurement period.

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2020	\$ 108,112,725	\$ 109,146,806	\$ (1,034,081)
Changes Recognized for the Measurement Period			
Service cost	1,420,583	-	1,420,583
Interest on the total pension liability	6,161,761	-	6,161,761
Changes of assumptions	(662,756)		(662,756)
Differences between expected and actual experience	2,327,996	-	2,327,996
Employer contributions	-	3,194,442	(3,194,442)
Employee contributions (paid by employer)	-	1,610,537	(1,610,537)
Net investment income	-	(12,582,805)	12,582,805
Benefit payments, included refunds of employee contributions	(4,744,506)	(4,744,506)	-
Administrative expenses	-	(189,753)	189,753
Net changes	4,503,078	(12,712,085)	17,215,163
Balance at June 30, 2021 (Measurement Date)	\$ 112,615,803	\$ 96,434,721	\$ 16,181,082

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
Retirement Enhancement Plan (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

For the year ended June 30, 2022, The City recognized pension expense of \$1,911,046, for the Retirement Enhancement Plan. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Net difference between projected and actual earnings on pension plan investments	\$ 6,229,624	\$ -
Changes in assumptions	1,948,904	433,394
Differences between expected and actual experiences	1,567,330	-
TOTALS	<u>\$ 9,745,858</u>	<u>\$ 433,394</u>

Amounts reported as deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Measurement Period Ending June 30</u>	<u>Deferred Outflows/ (Inflows) of Resources</u>
2022	\$ 2,977,897
2023	1,648,727
2024	914,835
2025	<u>3,771,005</u>
TOTAL	<u>\$ 9,312,464</u>

G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 5.75%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (4.75%) or 1 percentage-point higher (6.75%) than the current rate:

	<u>Discount Rate - 1% (4.75%)</u>	<u>Current Discount Rate (5.75%)</u>	<u>Discount Rate + 1% (6.75%)</u>
Net Pension Liability	\$ 29,713,893	\$ 16,181,082	\$ 4,919,693

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

3. Deferred Compensation Plan

The City sponsors a deferred compensation plan that qualifies under Section 457(b) of the Internal Revenue Code (IRC). The Plan accepts payroll-deducted contributions for participant-directed investing. Contributions are limited to an annual maximum amount as established under the IRC. Employee salary reduction contributions are tax deferred and are immediately 100% vested. The assets of the Plan are held in trust for the exclusive benefit of plan participants and their beneficiaries. Plan assets are not the property of the City or subject to the claims of the City's general creditors.

4. Post-employment Benefits Other than Pensions (OPEB)

A. Plan Description

The City has established the City of Oxnard Retiree Health Insurance Plan, a single-employer defined benefit health care plan administered through CalPERS.

Employees who retire from the City and receive a CalPERS pension are eligible for post-employment medical benefits. Retirees can enroll in any of the available CalPERS medical plans. This benefit continues for the life of the retiree and surviving spouse. Benefit provisions for CalPERS are established by the Public Employees Medical and Hospital Care Act (PEMHCA).

B. Benefits Provided

The City contributes the minimum amount allowed under Government Code Section 22825 of the Public Employees Medical and Hospital Care Act. The City's required monthly contributions for calendar years 2022 and 2021 were \$149 and \$143, respectively. The statutory contribution will be indexed by the Medical CPI each year. The required contribution is based on pay-as-you-go financing requirements. Retirees must contribute any premium amounts in excess of the City contribution.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
Post-employment Benefits Other than Pensions (OPEB) (Continued)

C. Employees Covered by Benefit Terms

At June 30, 2021, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	405
Active plan members	<u>1,179</u>
	<u>1,584</u>

D. Total OPEB Liability

The City's total OPEB liability of \$61,762,596 was measured as of June 30, 2021, and was determined by an actuarial valuation as of July 1, 2021.

Actuarial assumptions and other inputs. The total OPEB liability in the July 1, 2021 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75 percent
Salary increases	3.00 percent, average, including inflation
Healthcare cost trend rates	4.00 percent for 2021-2023; 5.20 percent for 2024-2069; 4.00 percent for 2070 and later years; Medicare ages: 4.00 percent for all years.

The discount rate was based on the Municipal Bond 20-Year High Grade Rate Index of 3.13%.

Pre-retirement mortality rates were based on the CalPERS Pre-Retirement Mortality Miscellaneous and Schools (1997-2015) rates for miscellaneous employees and CalPERS Pre-Retirement Mortality Safety (1997-2015) rates for safety employees. Post-retirement mortality rates were based on the CalPERS Post-Retirement Mortality Miscellaneous and Schools (1997-2015) rates for miscellaneous employees and CalPERS Post-Retirement Mortality Safety (1997-2015) rates for safety employees.

The actuarial assumptions used in the July 1, 2021 valuation were based on a review of plan experience during the period July 1, 2019 to June 30, 2021.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
Post-employment Benefits Other than Pensions (OPEB) (Continued)
E. Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at June 30, 2020	\$ 55,141,842
Changes for the year:	
Service Cost	2,837,493
Interest	1,408,859
Changes of benefit terms	-
Differences between expected and actual experience	(2,378,752)
Changes in assumptions or other inputs	5,708,702
Benefit payments	(955,556)
Net changes	6,620,746
Balance at June 30, 2021	\$ 61,762,588

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (0.92 percent) or 1 percentage point higher (1.92 percent) than the current discount rate (2.92 percent):

	1% Decrease (0.92%)	Discount Rate (1.92%)	1% Increase (2.92%)
Total OPEB liability	\$ 74,196,601	\$ 61,762,588	\$ 52,081,087

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower (4.0 percent decreasing to 3.0 percent) or 1 percentage point higher (4.0 percent decreasing to 5.0 percent) than the current healthcare cost trend rates (4.0 percent):

	-1% 3.00% for 2021-2023, 4.20% for 2024-2069, and Decreasing to 3.00%; Medicare at 3.00% for all years	Trend Rate Current 4.00% for 2021-2023, 5.20% for 2024-2069, and Decreasing to 4.00%; Medicare at 3.00% for all years	+1% 5.00% for 2021-2023, 6.20% for 2024-2069, and Decreasing to 5.00%; Medicare at 3.00% for all years
Total OPEB Liability	\$ 50,707,430	\$ 61,762,596	\$ 76,485,979

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)
Post-employment Benefits Other than Pensions (OPEB) (Continued)

F. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2022, the City recognized an OPEB expense of \$6,150,474. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to the measurement date	\$ 1,020,357	\$ -
Differences between expected and actual experience	2,221,930	2,098,978
Changes of assumptions or other inputs	12,664,250	1,225,174
Total	\$ 15,906,537	\$ 3,324,152

The deferred outflows of resources related to OPEB contributions subsequent to the measurement date of \$1,020,357 will be recognized as a reduction of the total OPEB liability in the year ending June 30, 2022.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended June 30	
2023	\$ 1,904,122
2024	1,904,122
2025	1,904,122
2026	1,904,122
2027	2,137,488
Thereafter	1,808,052
	\$ 11,562,028

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

IV. RISK MANAGEMENT

The City provides general liability and workers' compensation insurance under self-insurance programs with an annual limit per occurrence of \$1 million for each program. Excess insurance in the layer of \$1 million to \$15 million per occurrence/\$18 million annual aggregate is purchased for general liability claims and statutory coverage is purchased for workers' compensation claims. The City contracts with outside service agencies to assist in the administration of the self-insurance programs. Estimated liabilities related to outstanding workers' compensation and public liability claims, including estimates for incurred but not reported claims, are based upon actuarial studies and are recorded in internal service funds.

All funds of the City participate in general liability and workers' compensation insurance programs and make payments to internal service funds on the basis of loss experience and exposure. The total unpaid claims and claims adjustment expense liability (long-term obligations) of \$36,101,967 recorded at June 30, 2022, is based on results of actuarial studies and includes an estimate for claims incurred but not reported at the balance sheet date. Claims liabilities are calculated considering the effects of inflation, recent claims settlement trends including frequency and amount of payouts, and other economic and societal factors. General liability and workers' compensation liabilities are carried at present value using a discount rate of 1.0%.

In addition, the City is in compliance with the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated.

A. General Liability

The City is self-insured for general liability claims up to \$1,000,000. The City purchases commercial excess liability insurance with limits of \$25 million per occurrence. Self-insured general liability claims are administered through a third-party administrator, with the City Attorney's approval required for settlements over \$15,000. Litigated claims are settled directly through the City Attorney's Office.

The City's excess general liability insurance premium for Fiscal Year 2021-22, inclusive of brokerage fees, was \$1,901,101. During the past five-year period, the average claims filed each year for general liability amounted to 182 claims totaling \$1,448,210 per year (an average of \$7,975 per claim). In addition, there have been no insurance settlements that have exceeded the City's insurance coverage for each of the past three years.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

IV. RISK MANAGEMENT (Continued)

A. General Liability (Continued)

The total unpaid claims and claims adjustment expense liability (long-term obligations) recorded at June 30, 2022 was \$6,518,368. The following schedule presents the changes in self-insurance claims liabilities for the past two years:

	PUBLIC LIABILITY AND PROPERTY DAMAGE	
	FY 2021-2022	FY 2020-2021
Unpaid claims and claims adjustment expenses - July 1	\$ 6,344,805	\$ 6,360,000
Incurring Claims and Claims Adjustment Expenses		
Increase (decrease) in provision for insured events	162,903	1,677,443
Increase (decrease) in actuarially incurred but not reported claims (IBNR)	10,660	(1,692,638)
Total Incurred Claims and Claims Adjustment Expenses	173,563	(15,195)
Unpaid claims and claims adjustment expenses - June 30	\$ 6,518,368	\$ 6,344,805
CLAIMS AND JUDGMENTS DUE WITHIN ONE YEAR	\$ 2,208,342	\$ 2,059,248

B. Workers' Compensation

The City is self-insured for workers' compensation claims up to \$1,000,000. For claims over \$1,000,000, the City has purchased excess workers' compensation insurance through PRISM, a California risk-sharing Joint Powers Authority. The claims are processed by a third-party administrator similar to general liability claims.

The City's premium for workers' compensation insurance coverage in Fiscal Year 2021-22 was \$418,454.

Within the City's self-insured program for workers' compensation, there has been an average of 315 claims filed per year for the past five years, with an average of approximately \$4,874,783 per year in total reported losses (an average of \$15,476 per claim). In addition, there have been no settlements that have exceeded the City's insurance coverage for each of the past three years.

The total unpaid claims and claims adjustment expense liability (long-term obligations) recorded at June 30, 2022 was \$29,583,599.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

IV. RISK MANAGEMENT (Continued)

B. Workers' Compensation (Continued)

The following schedule presents the changes in self-insurance claims liabilities for the past two years:

	WORKERS' COMPENSATION	
	<u>FY 2021-2022</u>	<u>FY 2020-2021</u>
Unpaid claims and claims adjustment expenses - July 1	<u>\$ 28,919,771</u>	<u>\$ 26,819,000</u>
Incurring Claims and Claims Adjustment Expenses		
Increase (decrease) in provision for insured events	(827,181)	3,112,932
Increase (decrease) in actuarially incurred but not reported claims (IBNR)	<u>1,491,009</u>	<u>(1,012,161)</u>
Total Incurred Claims and Claims Adjustment Expenses	<u>663,828</u>	<u>2,100,771</u>
Unpaid claims and claims adjustment expenses - June 30	<u>\$ 29,583,599</u>	<u>\$ 28,919,771</u>
CLAIMS AND JUDGMENTS DUE WITHIN ONE YEAR	<u>\$ 6,222,498</u>	<u>\$ 5,855,740</u>

V. OTHER INFORMATION

A. Commitments and Contingencies

As of June 30, 2022, the City had significant construction commitments as follows:

	<u>AMOUNT</u>
Governmental Activities	\$ 251,088,726
Water	69,109,814
Wastewater	40,727,434
Environmental Resources	13,952,157
Information Systems	<u>452,000</u>
TOTAL	<u>\$ 375,330,131</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

A. Commitments and Contingencies (Continued)

The City uses "encumbrances" to control expenditure commitments for the year. Encumbrances represent commitments related to contracts not yet performed and purchase orders not yet filled. Commitments for such expenditures are encumbered to reserve applicable appropriations. As of June 30, 2022, total encumbrances for the governmental and proprietary funds are reported as follows:

	<u>AMOUNT</u>
GOVERNMENTAL FUNDS	
General Fund*	\$ 2,319,190
Developer Fees	1,706,049
State and Federal Grants	11,424,226
Nonmajor Funds	<u>7,096,975</u>
TOTAL GOVERNMENTAL FUNDS	<u>\$ 22,546,440</u>
PROPRIETARY FUNDS	
Water funds	\$ 18,020,572
Wastewater funds	5,605,578
Environmental resources funds	<u>3,484,788</u>
TOTAL PROPRIETARY FUNDS	<u>\$ 27,110,938</u>
TOTAL INTERNAL SERVICE FUNDS	<u>\$ 690,776</u>

* Includes \$181,675 of Measure "O" Encumbrances

There are various lawsuits and claims pending against the City. Management believes that all contingencies requiring accrual or disclosure are reflected in these financial statements.

The City has received significant financial assistance from numerous federal and state agencies in the form of grants and entitlements. The disbursement of funds received under these programs generally require compliance with terms and conditions specified in the grant agreements and are subject to audit by grantor agencies. Any disallowed claims resulting from such audits could become a liability of the City. However, in the opinion of management, liabilities resulting from disallowed claims, if any, will not have a material effect on the City's financial position at June 30, 2022.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

B. Risk and Uncertainties

Measure M Litigation

In *City of Oxnard v. Starr*, the City sought a court determination that Measure M, a voter initiative that rolled back wastewater utility rates adopted in 2016, was illegal because it would force the City to violate legal and contractual obligations. Following the adoption of Measure M, the court issued a temporary restraining order staying its enforcement, and the City subsequently adopted new wastewater rates that are currently in effect. The Ventura County Superior Court ruled against the City, and the City appealed that judgment. On October 13, 2020, the Court of Appeal issued an opinion reversing the trial court's ruling against the City. The proponent missed the filing deadline to petition the California Supreme Court to review the case and the Supreme Court denied proponent's request for relief from default. The Court of Appeal issued its remittitur on December 23, 2020. On July 14, 2021, the trial court denied proponent's motion for retrial and ordered the City is entitled to \$22,208 toward its costs. Judgment on the merits was entered for the City. With the case resolved in the City's favor, the City will not have to refund the amount of the increased rates collected while the temporary restraining order was in effect (up to \$5.9 million dollars, which the City's Wastewater Fund might have had to pay).

Infrastructure Use Fee Litigation

In *Starr v. City of Oxnard*, petitioner challenged the legality of the City's collection of infrastructure use fees (IUF) paid by the City's utility funds (water, wastewater and solid waste enterprise funds) to the City's General Fund and Street Maintenance Fund to cover unique and quantifiable burdens utilities place on the City's general services. The writ petition, filed in 2017, alleged the IUF was not based on actual costs associated with utility operations, and was thus unlawful. The court agreed with petitioner, and issued a writ of mandate in March of 2021 ordering the City to take three actions (1) reduce utility rates as necessary to remove any IUF included in those rates, (2) cease IUF transfers from the City's utility funds to other funds, and (3) reimburse the utility funds for transfers made since FY 2014-2015, completing \$36,470,697 in total reimbursements over a three-year period or by the end of FY 2023-2024. The City has complied with these orders as follows: (1) the City Council approved (a) issuance of a refund to utility customers totaling \$7,112,897 for IUFs paid through rates from January 2020 through August 2021, and (b) lowering utility rates effective September 2021, such that projected rate revenue through the end of FY 2021-2022 were reduced by \$3,556,448; (2) the City ceased IUF transfers from its utility funds to other funds; and (3) the City has transferred \$17 million back to its utility funds. The City will continue to transfer approximately \$2.5 million per quarter until the remaining balance of the amount ordered is reimbursed. The City also paid petitioner's counsel \$355,000 in attorney fees and \$16,335 toward his costs.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

V. **OTHER INFORMATION (Continued)**
B. **Risk and Uncertainties (Continued)**

The court issued its writ of mandate without prejudice to the City developing and implementing a credible and reasonable means of imposing an IUF that complies with Proposition 218. The Second Amended Final Judgment in the IUF litigation reserved the court's jurisdiction to modify the judgment through a later evidentiary hearing and adjudication of whether a new IUF rectifies the deficiencies in the previous IUF. Accordingly, the City has developed a new IUF methodology focused on street impacts of utility operations that it intends to present to the court. If the court finds the new IUF complies with Proposition 218, the City will seek to modify the judgment to allow the City to implement the new IUF. If implemented, the new IUF would reduce the City's reimbursement obligation and provide additional funding for street maintenance. The amount of such reduction or additional funding cannot be determined at this time, but would be substantially less than the previous IUF fee the court found to be invalid.

Standby Pay & Rate Litigation

Alvarez v. City of Oxnard is a class action lawsuit involving multiple City employees from the Streets, Fleet, Facilities and Parks divisions of the City who contend that the City violated state and federal wage laws by failing to pay them at the proper rate for "controlled standby hours" and because the City allegedly failed to pay the full amount of overtime wages or compensatory time-off credits pursuant to the Fair Labor Standards Act. At mediation in December, 2021, the parties agreed to settle this case for \$3.5 million. The federal court judge assigned to the case has approved the proposed settlement agreement and once the settlement is finalized, the case will be resolved and the employees will be paid. The settlement amount has been accrued and liability recognized.

Multi-Agency Defendant Water Rate Litigation

In February of 2020, the City was named with more than 80 other public agencies as a defendant in a lawsuit (*Kessner et al. v. City of Santa Clara et al.* (Santa Clara County Superior Court Case No. 20CV364054)) alleging the City's water rates violated Proposition 218 in that they exceed the cost of service and subsidize water service to government agencies, and irrigators, and public fire hydrant service. Plaintiffs filed a Second Amended Complaint on June 24, 2021, which alleges the same claims. Senate Bill 1386 ("SB 1386") was signed into law in 2020, which added provisions to the California Government Code establishing as declaratory of existing law that the costs of water service chargeable to property owners properly include the cost of infrastructure which provide fire protection for property. The City was dismissed from the case when Judgment of Dismissal was filed on February 16, 2022.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

B. Risk and Uncertainties (Continued)

LMD Public Outreach and Education Litigation

In this action, Plaintiffs challenged the City's use of a portion of assessment revenues it collected from Landscape Maintenance Districts ("LMDs") under the Landscaping & Lighting Act of 1972 (Sts. & Hy. Code, § 22500 et seq.) (the "L&L Act"). Specifically, the City used these revenues to fund public outreach and education to residents of fifteen of the City's LMDs, as the City received numerous complaints about LMD services and it wished to work with LMD residents on how best to improve those services given funding constraints. Plaintiffs argued this was unlawful because, they claimed, the public outreach and education at issue was not limited to the kind of planning the L&L Act permits. The Court issued a writ of mandate ordering the City to cease funding outreach and education services from the LMDs and to reimburse from the General Fund to the LMDs the funds previously charged for such services. The reimbursement amount is estimated to be \$220,000, and the City must also pay Plaintiffs' attorneys fees and costs of suit of approximately \$207,000.

Public Works Contracts

The City entered into three separate construction agreements for public projects within the City. A public project is subject to the requirements of the Public Contract Code and the Standards and Specifications for Public Works Construction. The projects were formally noticed, and requested contractors send a sealed bid to the City. The projects were formally bid pursuant to the Uniform Construction Cost Accounting Act. Typically, a contractor is locked into the bid or contract amount it submitted to the City for the public project. There are circumstances when the contract price may increase when there is an increase in material costs, unforeseen circumstances that result in increased labor and equipment costs, or extra work. The Contractors on three separate projects requested additional funding for their work on the projects. The City has contested the Contractor's requests for additional funding. There is a set procedure the contractor must follow prior to initiating any litigation against the City for funds in excess of the contract amount. In the matter of the three projects the likelihood of an unfavorable outcome is possible and the contingent loss is estimated to range between \$775,000 and \$1,175,000.

C. Notes to the Financial Statements - Successor Agency

a. Reporting Entity

On January 10, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with AB 1X 26 as part of City resolution number 14,135, to oversee the winding down of the agency's affairs and liquidation of the agency's assets effective February 1, 2012. AB 1484 essentially transferred authority over the Successor Agency to an Oversight Board, also established pursuant to AB 1X 26 and the California Department of Finance. As specified in California Senate Bill 107 and beginning on July 1, 2018, all Oversight Boards in the County were consolidated into one Oversight Board, the Ventura County Consolidated Oversight Board.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

C. Notes to the Financial Statements - Successor Agency (Continued)

a. Reporting Entity (Continued)

The 7-member Oversight Board is comprised of representatives of the local agencies from Ventura County cities, special districts, and K-14 educational agencies. The County Oversight Board members have a fiduciary responsibility to holders of enforceable obligations, as well as to the local agencies that would benefit from property tax distributions from the former redevelopment project areas. Oversight boards direct the staff and approve the actions of the Successor Agency.

b. Cash and Investments

Cash and investments with fiscal agents of the Successor Agency are comprised of the following at June 30, 2022:

	FAIR VALUE
Deposits and investments	\$ 7,625,255
Restricted investments with fiscal agents	3,372,582
TOTAL	\$ 10,997,837

Detailed notes on cash and cash investments can be found in the City's notes to the financial statements.

c. Notes Receivable

Notes receivable consists of the following:

	BALANCE JULY 1, 2021	ADDITIONS	DELETIONS	BALANCE JULY 1, 2022
Heritage Square	\$ 66,982	\$ -	\$ -	\$ 66,982
Baldwin Company	17,873	-	-	17,873
Strand Cinemas	540,110	-	(53,402)	486,708
Oxnard Theater Group	11,331,675	1,626,200	-	12,957,875
Allowance for uncollectible	(11,331,675)	(1,626,200)	-	(12,957,875)
TOTALS	\$ 624,965	\$ -	\$ (53,402)	\$ 571,563

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

C. Notes to the Financial Statements - Successor Agency (Continued)

d. Capital Assets

Changes in the Successor Agency's capital assets for the year ended June 30, 2022 are as follows:

	BALANCE JULY 1, 2021	INCREASES	DECREASES	BALANCE JUNE 30, 2022
FIDUCIARY ACTIVITIES				
Capital Assets, being depreciated				
Buildings	\$ 905,636	\$ -	\$ -	\$ 905,636
Improvements other than buildings	17,368,821	-	-	17,368,821
Equipment and machinery	34,013	-	-	34,013
Infrastructure	33,107,189	-	-	33,107,189
Total Capital Assets, Being Depreciated	51,415,659	-	-	51,415,659
Less: Accumulated Depreciation				
Buildings	(576,018)	(17,337)	-	(593,355)
Improvements other than buildings	(5,098,693)	(437,178)	-	(5,535,871)
Equipment and machinery	(34,013)	-	-	(34,013)
Infrastructure	(14,461,519)	(847,274)	-	(15,308,793)
Total Accumulated Depreciation	(20,170,243)	(1,301,789)	-	(21,472,032)
Total Capital Assets, being depreciated, net	31,245,416	(1,301,789)	-	29,943,627
TOTALS	\$ 31,245,416	\$ (1,301,789)	\$ -	\$ 29,943,627

e. Long-Term Debt

The following is a summary of changes in the Successor Agency's long-term debt for the year ended June 30, 2022:

	BALANCE JULY 1, 2021	ADDITIONS	REDUCTIONS	BALANCE JUNE 30, 2022	DUE WITHIN ONE YEAR
Tax allocation refunding bonds Series 2004A	\$ 6,200,000	\$ -	\$ (915,000)	\$ 5,285,000	\$ 960,000
Tax allocation bond financing Series 2006	13,705,000	-	(645,000)	13,060,000	670,000
HERO project tax allocation bonds Series 2008	9,220,000	-	(275,000)	8,945,000	290,000
TOTAL LONG-TERM INDEBTEDNESS	\$ 29,125,000	\$ -	\$ (1,835,000)	\$ 27,290,000	\$ 1,920,000

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

C. Notes to the Financial Statements - Successor Agency (Continued)

e. Long-Term Debt (Continued)

The summary annual debt service requirements are shown below for Successor Agency long-term debt:

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2023	\$ 1,920,000	\$ 1,294,832	\$ 3,214,832
2024	2,000,000	1,205,881	3,205,881
2025	2,095,000	1,111,949	3,206,949
2026	2,190,000	1,013,301	3,203,301
2027	2,295,000	909,487	3,204,487
2028-2032	6,435,000	3,598,383	10,033,383
2033-2037	7,570,000	1,846,822	9,416,822
2038-2039	2,785,000	133,831	2,918,831
TOTALS	\$ 27,290,000	\$ 11,114,485	\$ 38,404,485

Description of Long-term Debt

Tax Allocation Refunding Bonds, Series 2004A

Tax Allocation Refunding Bonds, Series 2004A were issued on May 4, 2004 in the amount of \$19,185,000. These are twenty-two-year bonds with a net interest cost of 4.58%. The bonds were issued to refinance the Tax Allocation Refunding Bonds, Series 1994A and to finance additional redevelopment activities within the Central City Revitalization and Downtown Project Area. The balance outstanding as of June 30, 2022 is \$5,285,000.

As of June 30, 2022, the total future debt payments for the Tax Allocation Refunding Bonds, Series 2004A, including interest thereon, are as follows:

FISCAL YEAR	TAX ALLOCATION REFUNDING BONDS 2004A		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 960,000	\$ 237,320	\$ 1,197,320
2024	1,005,000	189,213	1,194,213
2025	1,055,000	138,229	1,193,229
2026	1,105,000	84,769	1,189,769
2027	1,160,000	28,710	1,188,710
TOTALS	\$ 5,285,000	\$ 678,241	\$ 5,963,241

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

C. Notes to the Financial Statements - Successor Agency (Continued)

e. Long-Term Debt (Continued)

Description of Long-term Debt (Continued)

2006 Tax Allocation Bond Financings

Local Obligation Revenue Bonds (2006 Tax Allocation Bond Financings) in the amount of \$20,530,000 were issued on December 1, 2006 to purchase the following obligations being issued simultaneously for: (1) the Oxnard Community Development Commission Ormond Beach Project Area Tax Allocation Bonds, Series 2006 in the amount of \$5,750,000; (2) the Oxnard Community Development Commission Southwinds Project Area Tax Allocation Bonds, Series 2006 in the amount of \$3,290,000; and (3) the Oxnard Community Development Commission Historic Enhancement and Revitalization of Oxnard (HERO) Project Area Tax Allocation Bonds, Series 2006 in the amount of \$11,490,000. The bonds were issued to finance redevelopment activities (street improvement projects) in the Ormond Beach Project Area, Southwinds Project Area and the HERO Redevelopment Project Areas. These bonds carry a net interest cost of 4.424%, maturing on September 1, 2036. The outstanding balance as of June 30, 2022 is \$13,060,000.

As of June 30, 2022, the total future debt payments for the Tax Allocation Bonds, Series 2006, including interest thereon, are as follows:

FISCAL YEAR	TAX ALLOCATION BONDS SERIES 2006		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 670,000	\$ 639,860	\$ 1,309,860
2024	700,000	611,740	1,311,740
2025	725,000	582,292	1,307,292
2026	755,000	551,537	1,306,537
2027	785,000	519,082	1,304,082
2028-2032	4,475,000	2,050,978	6,525,978
2033-2037	4,950,000	849,815	5,799,815
TOTALS	\$ 13,060,000	\$ 5,805,303	\$ 18,865,303

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

C. Notes to the Financial Statements - Successor Agency (Continued)

e. Long-Term Debt (Continued)

Description of Long-term Debt (Continued)

Tax Allocation Bonds, Series 2008

Tax Allocation Bonds, Series 2008 were issued on July 1, 2008 in the amount of \$11,790,000 for the Oxnard Community Development Commission Historic Enhancement and Revitalization of Oxnard (HERO) Project Area. Proceeds from the sale of bonds are to be used to finance a 500-space parking structure to service a mixed-use retail/commercial development located within the River Park Specific Plan Area. These bonds carry a net interest cost of 4.849%, with a final maturity of September 1, 2038. The outstanding balance as of June 30, 2022 is \$8,945,000.

As of June 30, 2022, the total future debt payments for the Tax Allocation Bonds, Series 2008, including interest thereon, are as follows:

FISCAL YEAR	HERO PROJECT TAX ALLOCATION BONDS SERIES 2008		
	PRINCIPAL	INTEREST	TOTAL
2023	\$ 290,000	\$ 417,653	\$ 707,653
2024	295,000	404,928	699,928
2025	315,000	391,429	706,429
2026	330,000	376,995	706,995
2027	350,000	361,695	711,695
2028-2032	1,960,000	1,547,405	3,507,405
2033-2037	2,620,000	997,006	3,617,006
2038-2039	2,785,000	133,831	2,918,831
TOTALS	\$ 8,945,000	\$ 4,630,941	\$ 13,575,941

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2022

V. OTHER INFORMATION (Continued)

C. Notes to the Financial Statements - Successor Agency (Continued)

f. Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years. During the current year, the City performed calculations of excess investment earnings on various bonds and financings. Liabilities were calculated for the issues and rebate payments were made as appropriate. No arbitrage liability existed at June 30, 2022.

The Successor Agency is in compliance with all significant covenants related to its debt issues.

g. Commitments and Contingencies

The Successor Agency is a defendant in various claims and legal actions arising in the normal course of operations. In the opinion of the Successor Agency Attorney and Oversight Board, the ultimate liability from such actions and claims will not have a material adverse effect on the Successor Agency's financial position or operations.

The Successor Agency entered into an agreement with a developer that includes a guarantee to cover its lease expense up to \$111,300 a month when the developer's revenues are not sufficient to cover its lease expense for a period of 25 years.

The Successor Agency has a reimbursement agreement with the developer of RiverPark to reimburse public improvements (up to \$10 million) and affordable housing (up to \$4.25 million) for a combined maximum of \$14.25 million. Through June 30, 2022, a total of \$6.0 million has been repaid on the \$10 million infrastructure amount, and a total of \$2.7 million repaid on the \$4.25 million affordable housing amount. Therefore, the remaining balance on the combined maximum commitment is \$5.6 million.

D. Notes to the Financial Statements - Retirement Enhancement Defined Benefit Retirement Trust Fund

The City joined the Retirement Enhancement Plan (REP) effective January 1, 2003 for selected employee groups (see Note III for additional information on REP). Investments for the benefit of eligible employees are in a segregated account and invested under the guidelines authorized by the City.

THIS PAGE LEFT INTENTIONALLY BLANK

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CALPERS MISCELLANEOUS PLAN - AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PLAN
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS¹

	2022	2021	2020	2019	2018	2017	2016	2015
MEASUREMENT DATE	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
Total Pension Liability								
Service Cost	\$ 9,098,206	\$ 8,599,200	\$ 8,704,606	\$ 8,114,517	\$ 7,747,249	\$ 7,242,480	\$ 7,317,452	\$ 7,507,381
Interest	36,491,272	35,518,267	33,651,896	32,139,899	31,142,639	30,496,717	29,025,141	27,937,746
Changes in Assumptions	-	-	-	(1,207,957)	26,464,012	-	(7,345,091)	-
Difference Between Expected and Actual Experience	(240,462)	922,038	7,840,468	(1,859,096)	(7,125,579)	1,414,899	(4,271,504)	-
Benefit Payments, Including Refunds of Member Contributions	(27,728,190)	(25,357,357)	(24,258,713)	(22,807,471)	(21,310,118)	(19,526,906)	(17,440,515)	(16,205,985)
Net Change in Total Pension Liability	17,620,826	19,682,148	25,938,257	14,379,892	36,918,203	19,627,190	7,285,483	19,239,142
Total Pension Liability, Beginning of Year	519,922,892	500,240,744	474,302,487	459,922,595	423,004,392	403,377,202	396,091,719	376,852,577
Total Pension Liability, End of Year	537,543,718	519,922,892	500,240,744	474,302,487	459,922,595	423,004,392	403,377,202	396,091,719
Plan Fiduciary Net Position								
Contributions - Employee	4,101,994	3,375,086	4,232,480	3,693,461	3,542,435	3,490,315	3,701,640	3,730,681
Contributions - Employer	14,868,691	12,795,434	11,842,706	9,799,970	8,433,832	7,657,753	7,237,123	6,858,454
Net Investment Income	84,746,913	18,307,582	22,997,256	28,185,278	34,461,764	1,772,032	7,288,474	47,653,092
Benefit Payments, Including Refunds of Member Contributions	(27,728,190)	(25,357,357)	(24,258,713)	(22,807,471)	(21,310,118)	(19,526,906)	(17,440,515)	(16,205,985)
Plan to Plan Resource Movement	-	215,792	(95,340)	(823)	(37,118)	-	216,371	-
Administrative Expenses	(377,207)	(519,905)	(252,854)	(525,103)	(461,160)	(194,504)	(445,021)	-
Other Miscellaneous Income/(Expenses) ²	-	-	823	(997,179)	-	-	-	-
Net Change in Plan Fiduciary Net Position	75,612,201	8,816,632	14,466,358	17,348,133	24,629,635	(6,801,310)	558,072	42,036,242
Total Plan Fiduciary Net Position, Beginning of Year ³	377,608,104	368,791,472	354,325,114	336,976,981	312,347,346	319,148,656	318,590,584	276,554,342
Total Plan Fiduciary Net Position, End of Year	453,220,305	377,608,104	368,791,472	354,325,114	336,976,981	312,347,346	319,148,656	318,590,584
Net Pension Liability - Ending	\$ 84,323,413	\$ 142,314,788	\$ 131,449,272	\$ 119,977,373	\$ 122,945,614	\$ 110,657,046	\$ 84,228,546	\$ 77,501,135
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	84.31%	72.63%	73.72%	74.70%	73.27%	73.84%	79.12%	80.43%
Covered Payroll ⁴	56,545,716	53,378,028	54,291,812	51,315,482	49,376,987	52,250,772	51,974,236	50,863,015
Net Pension Liability as a Percentage of Covered Payroll	149.12%	266.62%	242.12%	233.80%	248.99%	211.78%	162.06%	152.37%

¹ GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional Years will be added as they become available in the future.

² During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

³ Includes any beginning of year adjustment.

⁴ For the year ended on the measurement date. Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-22; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2017. This applies for voluntary benefit changes as well as any offers of Two Year Additional Service Credit (a.k.a Golden Handshakes).

Changes of Assumptions: None in 2019 - 2021. In 2018, demographic assumption and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CALPERS SAFETY PLAN (POLICE) - AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PLAN
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS¹

	2022	2021	2020	2019	2018	2017	2016	2015
MEASUREMENT DATE	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
Total Pension Liability								
Service Cost	\$ 9,133,023	\$ 9,489,708	\$ 9,248,622	\$ 8,907,068	\$ 9,267,287	\$ 8,500,329	\$ 8,136,777	\$ 8,379,851
Interest	29,032,165	28,039,082	26,990,670	25,547,337	24,738,857	24,033,111	22,863,767	21,472,209
Changes in Assumptions	-	-	-	(2,084,250)	22,004,979	-	(5,993,052)	-
Difference Between Expected and Actual Experience	(4,322,687)	(3,749,835)	2,416,832	(4,583,299)	(8,176,814)	(1,859,473)	2,113,477	-
Benefit Payments, Including Refunds of Member Contributions	(19,696,563)	(18,580,424)	(17,313,398)	(16,397,629)	(15,304,527)	(14,506,274)	(13,568,341)	(12,980,263)
Net Change in Total Pension Liability	14,145,938	15,198,531	21,342,726	11,389,227	32,529,782	16,167,693	13,552,628	16,871,797
Total Pension Liability, Beginning of Year	415,648,717	400,450,186	379,107,460	367,718,233	335,188,451	319,020,758	305,468,130	288,596,333
Total Pension Liability, End of Year	429,794,655	415,648,717	400,450,186	379,107,460	367,718,233	335,188,451	319,020,758	305,468,130
Plan Fiduciary Net Position								
Contributions - Employee	2,702,869	2,674,167	2,828,130	2,612,259	2,604,837	2,556,415	2,531,718	2,505,819
Contributions - Employer	14,870,411	14,126,597	13,510,982	11,821,073	10,886,085	10,491,299	9,907,130	8,947,610
Net Investment Income	70,683,062	14,929,602	18,441,113	22,137,131	26,271,673	1,190,876	5,184,911	34,904,812
Benefit Payments, Including Refunds of Member Contributions	(19,696,563)	(18,580,424)	(17,313,398)	(16,397,629)	(15,304,527)	(14,506,274)	(13,568,341)	(12,980,263)
Plan to Plan Resource Movement	-	-	-	(652)	37,118	-	-	-
Administrative Expenses	(310,706)	(420,539)	(200,556)	(408,348)	(351,254)	(145,244)	(268,265)	-
Other Miscellaneous Income/(Expenses) ²	-	-	652	(775,460)	-	-	-	-
Net Change in Plan Fiduciary Net Position	68,249,073	12,729,403	17,266,923	18,988,374	24,143,932	(412,928)	3,787,153	33,377,978
Total Plan Fiduciary Net Position, Beginning of Year ³	311,036,005	298,306,602	281,039,679	262,051,305	237,907,373	238,320,301	234,533,148	201,155,170
Total Plan Fiduciary Net Position, End of Year	379,285,078	311,036,005	298,306,602	281,039,679	262,051,305	237,907,373	238,320,301	234,533,148
Net Pension Liability - Ending	\$ 50,509,577	\$ 104,612,712	\$ 102,143,584	\$ 98,067,781	\$ 105,666,928	\$ 97,281,078	\$ 80,700,457	\$ 70,934,982
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	88.25%	74.83%	74.49%	74.13%	71.26%	70.98%	74.70%	76.78%
Covered Payroll ⁴	26,304,790	27,059,334	26,209,714	25,330,075	25,914,507	26,539,474	25,228,753	24,705,477
Net Pension Liability as a Percentage of Covered Payroll	192.02%	386.60%	389.72%	387.16%	407.75%	366.55%	319.87%	287.12%

¹ GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional Years will be added as they become available in the future.

² During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

³ Includes any beginning of year adjustment.

⁴ For the year ended on the measurement date. Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-22; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2017. This applies for voluntary benefit changes as well as any offers of Two Year Additional Service Credit (a.k.a Golden Handshakes).

Changes of Assumptions: None in 2019 - 2021. In 2018, demographic assumption and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY AND RELATED RATIOS
CALPERS SAFETY PLAN (FIRE) - COST SHARING PLAN
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS¹

	2022	2021	2020	2019	2018	2017	2016	2015
MEASUREMENT DATE	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
City's Proportion of the Collective Net Pension Liability	0.74128%	0.53361%	0.52967%	0.53113%	0.51309%	0.52499%	54.96200%	0.53857%
City's Proportionate Share of the Collective Net Pension Liability	\$ 40,090,413	\$ 58,058,911	\$ 54,275,806	\$ 51,180,914	\$ 50,884,705	\$ 45,427,479	\$ 37,725,705	\$ 33,512,523
City's Covered Payroll ²	\$ 12,212,495	\$ 12,319,847	\$ 12,168,197	\$ 11,824,780	\$ 10,987,654	\$ 9,030,122	\$ 9,283,898	\$ 9,105,774
City's Proportionate Share of the Collective Net Pension Liability as a Percentage of its Covered Payroll	328.27%	471.26%	446.05%	432.83%	463.11%	503.07%	406.36%	368.04%
Plan Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	88.29%	75.10%	75.26%	75.26%	73.31%	74.06%	78.40%	79.82%

¹ GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional Years will be added as they become available in the future.

² For the year ended on the measurement date.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2017. This applies for voluntary benefit changes as well as any offers of Two Year Additional Service Credit (a.k.a Golden Handshakes).

Changes of Assumptions: None in 2019 - 2020. In 2018, demographic assumption and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF PLAN CONTRIBUTIONS - CALPERS
FOR THE FISCAL YEARS ENDED JUNE 30¹

	2022	2021	2020	2019	2018	2017	2016	2015	2014
MISCELLANEOUS PLAN									
Actuarially Determined Contribution ²	\$ 16,629,417	\$ 14,868,691	\$ 12,795,434	\$ 11,842,706	\$ 9,799,970	\$ 8,433,832	\$ 7,657,753	\$ 7,237,123	\$ 6,858,454
Contributions in Relation to the Actuarially Determined Contribution	(16,629,417)	(14,868,691)	(12,795,434)	(11,842,706)	(9,799,970)	(8,433,832)	(7,657,753)	(7,237,123)	(6,858,454)
Contribution Deficiency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll ³	\$ 60,433,739	\$ 56,545,716	\$ 53,378,028	\$ 54,291,812	\$ 51,315,482	\$ 49,376,987	\$ 52,250,772	\$ 51,974,236	\$ 50,863,015
Contributions as a Percentage of Covered Payroll	27.52%	26.29%	23.97%	21.81%	19.10%	17.08%	14.66%	13.92%	13.48%
SAFETY PLAN - POLICE									
Actuarially Determined Contribution ²	\$ 14,205,155	\$ 14,870,411	\$ 14,126,597	\$ 13,510,982	\$ 11,821,073	\$ 10,886,085	\$ 10,491,299	\$ 9,907,130	\$ 8,947,610
Contributions in Relation to the Actuarially Determined Contribution	(14,205,155)	(14,870,411)	(14,126,597)	(13,510,982)	(11,821,073)	(10,886,085)	(10,491,299)	(9,907,130)	(8,947,610)
Contribution Deficiency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll ³	\$ 25,133,431	\$ 26,304,790	\$ 27,059,334	\$ 26,209,714	\$ 25,330,075	\$ 25,914,507	\$ 26,539,474	\$ 25,228,753	\$ 24,705,477
Contributions as a Percentage of Covered Payroll	56.52%	56.53%	52.21%	51.55%	46.67%	42.01%	39.53%	39.27%	36.22%
SAFETY PLAN - FIRE									
Actuarially Determined Contribution ²	\$ 7,530,821	\$ 6,831,430	\$ 6,970,489	\$ 5,669,614	\$ 4,922,875	\$ 4,565,809	\$ 4,204,589	\$ 4,004,186	\$ 4,004,186
Contributions in Relation to the Actuarially Determined Contribution	(7,530,821)	(6,831,430)	(6,970,489)	(5,669,614)	(4,922,875)	(4,565,809)	(4,204,589)	(4,004,186)	(4,004,186)
Contribution Deficiency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll ³	\$ 13,392,657	\$ 12,212,495	\$ 12,319,847	\$ 12,168,197	\$ 11,824,780	\$ 10,987,654	\$ 9,030,122	\$ 9,283,898	\$ 9,105,774
Contributions as a Percentage of Covered Payroll	56.23%	55.94%	56.58%	46.59%	41.63%	41.55%	46.56%	43.13%	43.97%

¹ GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional Years will be added as they become available in the future.

² Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

³ For the year ended on the measurement date. Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-2022; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
RETIREMENT ENHANCEMENT PLAN - SINGLE-EMPLOYER DEFINED BENEFIT PLAN
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS¹

	2022	2021	2020	2019	2018	2017	2016	2015
MEASUREMENT DATE	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
Total Pension Liability								
Service Cost	\$ 1,420,583	\$ 1,399,285	\$ 1,495,654	\$ 1,696,694	\$ 1,881,000	\$ 2,007,000	\$ 2,043,000	\$ 2,220,000
Interest	6,161,761	6,200,597	6,042,463	5,646,888	5,961,000	5,715,000	5,545,000	5,238,000
Changes in Assumptions	(662,756)	5,197,076	-	-	1,051,000	-	5,436,000	-
Difference Between Expected and Actual Experience	2,327,996	-	-	-	(6,118,000)	-	(3,736,000)	-
Benefit Payments, Including Refunds of Member Contributions	(4,744,506)	(4,989,012)	(4,834,199)	(4,328,954)	(3,569,000)	(4,068,000)	(2,866,000)	(2,599,000)
Net Change in Total Pension Liability	4,503,078	7,807,946	2,703,918	3,014,628	(794,000)	3,654,000	6,422,000	4,859,000
Total Pension Liability, Beginning of Year, As Restated ²	108,112,725	100,304,779	97,600,861	90,818,000	91,612,000	87,958,000	81,536,000	76,677,000
Total Pension Liability, End of Year	112,615,803	108,112,725	100,304,779	93,832,628	90,818,000	91,612,000	87,958,000	81,536,000
Plan Fiduciary Net Position								
Contributions - Employee	1,610,537	1,643,999	2,023,945	2,076,972	2,343,000	2,513,000	2,922,000	2,731,000
Contributions - Employer	3,194,442	3,427,026	4,346,415	4,392,047	4,172,000	6,586,000	1,043,000	985,000
Net Investment Income	(12,582,805)	19,861,747	5,524,378	5,618,833	7,609,000	543,000	2,133,000	6,805,000
Benefit Payments, Including Refunds of Member Contributions	(4,744,506)	(4,989,012)	(4,834,199)	(4,328,954)	(3,569,000)	(4,068,000)	(2,866,000)	(2,599,000)
Administrative Expenses	(189,753)	(100,193)	(77,483)	(74,067)	(72,000)	(80,000)	(68,000)	(65,000)
Net Change in Plan Fiduciary Net Position	(12,712,085)	19,843,567	6,983,056	7,684,831	10,483,000	5,494,000	3,164,000	7,857,000
Total Plan Fiduciary Net Position, Beginning of Year, As Restated ²	109,146,806	89,303,239	82,320,183	69,712,000	59,229,000	53,735,000	50,571,000	42,714,000
Total Plan Fiduciary Net Position, End of Year	96,434,721	109,146,806	89,303,239	77,396,831	69,712,000	59,229,000	53,735,000	50,571,000
Net Pension Liability/(Asset) - Ending	\$ 16,181,082	\$ (1,034,081)	\$ 11,001,540	\$ 16,435,797	\$ 21,106,000	\$ 32,383,000	\$ 34,223,000	\$ 30,965,000
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	85.63%	100.96%	89.03%	82.48%	76.76%	64.65%	61.09%	62.02%
Covered Payroll ³	19,733,210	20,566,553	23,372,218	26,737,000	28,874,000	31,089,909	36,519,391	31,157,782
Net Pension Liability/(Asset) as a Percentage of Covered Payroll	82.00%	-5.03%	47.07%	61.47%	73.10%	104.16%	93.71%	99.38%

¹

GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional Years will be added as they become available in the future.

² During Fiscal Year 2019-2020, the City moved the supplemental pension plan from PARS to Mass Mutual. The plan is a single-employer plan, which triggered the presentation and valuation requirements from GASB 67, *Financial Reporting for Pension Plans*. To present the plan in accordance with GASB 67 and GASB 68, an actuarial adjustment was recorded to change the measurement date and valuation date of the plan. The measurement date and valuation date are now the same date.

³ For the year ended on the measurement date.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2017. This applies for voluntary benefit changes as well as any offers of Two Year Additional Service Credit (a.k.a Golden Handshakes).

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF PLAN CONTRIBUTIONS - Retirement Enhancement Plan
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS¹

	2022	2021	2020	2019	2018	2017	2016	2015
Actuarially Determined Contribution	\$ 3,194,442	\$ 3,515,000	\$ 4,223,000	\$ 4,203,000	\$ 4,406,000	\$ 4,376,000	\$ 3,589,787	\$ 4,184,000
Contributions in Relation to the Actuarially Determined Contribution	(3,194,442)	(3,427,026)	(4,346,415)	(4,271,191)	(4,392,047)	(4,314,000)	(3,589,787)	(1,043,000)
Contribution Deficiency/(Surplus) ²	\$ -	\$ 87,974	\$ (123,415)	\$ (68,191)	\$ 13,953	\$ 62,000	\$ -	\$ 3,141,000
Covered Payroll ³	\$ 19,733,210	\$ 20,566,553	\$ 23,372,218	\$ 24,892,511	\$ 26,737,000	\$ 28,874,000	\$ 31,089,909	\$ 36,519,391
Contributions as a Percentage of Covered Payroll	16.19%	17.09%	18.07%	16.88%	16.48%	15.16%	11.55%	11.46%

¹ GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional Years will be added as they become available in the future. As prescribed by GASB 68, paragraph 46, the information presented in the Schedule of Plan Contributions should also be presented as of the employer's most recent fiscal year-end. The employer is responsible for determining this information as prescribed by the standard as this data is not available to CalPERS.

² Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

³ For the year ended on the measurement date. Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-22; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF CHANGES IN THE CITY'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS¹

	2022	2021	2020	2019	2018
Total OPEB Liability					
Service Cost	\$ 2,837,493	\$ 2,150,451	\$ 1,772,005	\$ 1,967,866	\$ 1,779,949
Interest	1,408,859	1,513,925	1,340,211	1,116,107	1,055,268
Changes in Benefit Terms	-	-	-	-	-
Difference Between Expected and Actual Experience	(2,378,752)	(9,059)	3,528,946	-	-
Changes in Assumptions	5,708,710	5,726,271	5,299,408	(2,392,006)	-
Benefit Payments, Including Refunds of Member Contributions	(955,556)	(925,981)	(1,000,579)	(931,942)	(851,701)
Net Change in Total OPEB Liability	6,620,754	8,455,607	10,939,991	(239,975)	1,983,516
Total OPEB Liability, Beginning of Year, As Restated	55,141,842	46,686,235	35,746,244	36,120,738	34,137,222
Total OPEB Liability, End of Year	61,762,596	55,141,842	46,686,235	35,880,763	36,120,738
Plan Fiduciary Net Position					
Contributions - Employer	955,556	925,981	1,000,579	931,942	-
Net Investment Income	-	-	-	-	-
Benefit Payments, Including Implicit Subsidy	(955,556)	(925,981)	(1,000,579)	(931,942)	-
Trustee Fees	-	-	-	-	-
Administrative Expenses	-	-	-	-	-
Net Change in Plan Fiduciary Net Position	-	-	-	-	-
Total Plan Fiduciary Net Position, Beginning of Year	-	-	-	-	-
Total Plan Fiduciary Net Position, End of Year	-	-	-	-	-
Net OPEB Liability - Ending	<u>\$ 61,762,596</u>	<u>\$ 55,141,842</u>	<u>\$ 46,686,235</u>	<u>\$ 35,880,763</u>	<u>\$ 36,120,738</u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	0.00%	0.00%	0.00%	0.00%	0.00%
Covered Employee Payroll	94,051,309	93,553,694	85,907,755	83,423,271	83,423,271
Net Pension Liability as a Percentage of Covered Payroll	65.67%	58.94%	54.34%	43.01%	43.30%

¹ GASB Statement No. 75, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2018. Additional years will be added as they become available in the future.

Notes to Schedule:

Changes in Benefit Terms: None

Changes of Assumptions: Based on a review of plan experience during the period July 1, 2019 to June 30, 2021. The discount rate used to measure the City's Total OPEB liability is based on the following information:

No assets are accumulated in a trust or equivalent arrangement to pay related benefits for the OPEB plan.

CITY OF OXNARD, CALIFORNIA
GENERAL FUND GROUP
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes				
Property	\$ 63,383,704	\$ 63,383,704	\$ 63,226,490	\$ (157,214)
Sales	105,785,051	105,785,051	118,083,508	12,298,457
Transient occupancy	4,550,000	4,550,000	5,117,229	567,229
Business license (net of refund)	5,871,461	5,871,461	6,537,611	666,150
Franchise	3,906,860	3,906,860	4,169,418	262,558
Other taxes	1,147,170	1,147,170	978,170	(169,000)
Licenses and permits	2,746,194	2,746,194	2,607,236	(138,958)
Intergovernmental	2,288,760	2,288,760	2,208,645	(80,115)
Charges for services	19,239,411	19,239,411	16,116,832	(3,122,579)
Fines and forfeitures	2,703,720	2,703,720	2,541,622	(162,098)
Interest on investments	1,293,332	1,293,332	300,160	(993,172)
Special assessments	415,000	415,000	508,642	93,642
Miscellaneous	5,401,134	6,106,749	(1,653,481)	(7,760,230)
Total Revenues	<u>218,731,797</u>	<u>219,437,412</u>	<u>220,742,082</u>	<u>1,304,670</u>
EXPENDITURES				
General Government				
Legislative				
City Council	641,720	641,720	665,893	(24,173)
City Clerk	661,235	681,014	643,201	37,813
Administrative and Support Services				
Billing and licensing (City Treasurer)	1,334,513	1,334,513	1,157,125	177,388
City Manager	2,423,131	2,373,131	2,014,815	358,316
City Attorney	2,613,112	2,810,912	2,663,904	147,008
Finance	6,755,163	6,735,163	5,497,774	1,237,389
Human resources	3,424,306	3,424,306	3,073,552	350,754
Information technology	886,654	886,455	886,454	1
Nondepartmental	3,349,996	2,784,742	1,493,295	1,291,447
Public Safety				
Police	74,188,200	74,408,820	70,262,392	4,146,428
Fire	31,984,171	31,619,060	31,526,592	92,468
Transportation systems	8,928,804	8,805,923	7,215,293	1,590,630
Community Development				
Development services	14,538,814	15,511,121	11,904,136	3,606,985
Economic development and tourism service	70,766	70,766	70,627	139
Housing services	3,288,006	4,834,712	1,613,468	3,221,244
Community service	114,031	114,031	49,781	64,250
Culture, leisure and libraries				
Recreation services	9,706,244	9,531,854	7,017,253	2,514,601
Park and public grounds	19,631,820	15,058,825	13,865,094	1,193,731
Library services	4,821,437	4,821,410	4,396,705	424,705
Capital outlay	4,130,102	7,706,765	3,507,540	4,199,225
Principal	850,000	850,000	850,000	-
Interest and fiscal charges	500,569	468,045	468,045	-
Total Expenditures	<u>194,842,794</u>	<u>195,473,288</u>	<u>170,842,939</u>	<u>24,630,349</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>23,889,003</u>	<u>23,964,124</u>	<u>49,899,143</u>	<u>25,935,019</u>

GENERAL FUND GROUP (Continued)
BUDGETARY COMPARISON SCHEDULE

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
OTHER FINANCING SOURCES (USES)				
Reimbursement of IUF Fees	\$ (12,000,000)	\$ (12,000,000)	-	\$ 12,000,000
Transfers in	3,213,778	3,213,778	2,808,840	(404,938)
Transfers out	(18,701,093)	(23,702,834)	(14,560,290)	9,142,544
Net Other Financing Sources (Uses)	<u>(27,487,315)</u>	<u>(32,489,056)</u>	<u>(11,751,450)</u>	<u>20,737,606</u>
NET CHANGE IN FUND BALANCES	(3,598,312)	(8,524,932)	38,147,693	46,672,625
FUND BALANCES, JULY 1	<u>19,848,066</u>	<u>19,848,066</u>	<u>19,848,066</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 16,249,754</u>	<u>\$ 11,323,134</u>	<u>\$ 57,995,759</u>	<u>\$ 46,672,625</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

Reimbursement of IUF fees were included in the City's budget as other financing uses. In the General Fund fund financial statements, the reimbursement of IUF fees are reported as reductions of advances from other funds.

CITY OF OXNARD, CALIFORNIA
AFFORDABLE HOUSING FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Interest on investments	\$ (130,295)	\$ (130,295)	\$ 164,559	\$ 294,854
Miscellaneous	-	-	(96,440)	(96,440)
Total Revenues	<u>(130,295)</u>	<u>(130,295)</u>	<u>68,119</u>	<u>198,414</u>
EXPENDITURES				
Community development	<u>132,454</u>	<u>1,792,454</u>	<u>82,369</u>	<u>1,710,085</u>
Total Expenditures	<u>132,454</u>	<u>1,792,454</u>	<u>82,369</u>	<u>1,710,085</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(262,749)</u>	<u>(1,922,749)</u>	<u>(14,250)</u>	<u>1,908,499</u>
NET CHANGE IN FUND BALANCES	<u>(262,749)</u>	<u>(1,922,749)</u>	<u>(14,250)</u>	<u>1,908,499</u>
FUND BALANCES, JULY 1	<u>3,402,798</u>	<u>3,402,798</u>	<u>3,402,798</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 3,140,049</u>	<u>\$ 1,480,049</u>	<u>\$ 3,388,548</u>	<u>\$ 1,908,499</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
DEVELOPMENT FEES SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Growth and development fees	\$ 2,716,653	\$ 2,716,653	\$ 4,084,445	\$ 1,367,792
Special assessments	179,706	179,706	111,513	(68,193)
Interest on investments	900,106	900,106	440,365	(459,741)
Miscellaneous	288,283	288,283	(1,441,531)	(1,729,814)
Total Revenues	<u>4,084,748</u>	<u>4,084,748</u>	<u>3,194,792</u>	<u>(889,956)</u>
EXPENDITURES				
General government	-	48,301	29,279	19,022
Transportation systems	9,457	459,457	9,458	449,999
Community development	399,291	1,652,968	520,643	1,132,325
Culture, leisure and libraries	11,557	65,957	11,558	54,399
Capital outlay	<u>4,538,525</u>	<u>14,881,766</u>	<u>664,715</u>	<u>14,217,051</u>
Total Expenditures	<u>4,958,830</u>	<u>17,108,449</u>	<u>1,235,653</u>	<u>15,872,796</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(874,082)</u>	<u>(13,023,701)</u>	<u>1,959,139</u>	<u>14,982,840</u>
OTHER FINANCING SOURCES (USES)				
Transfers out	<u>(557,376)</u>	<u>(557,376)</u>	<u>(557,369)</u>	<u>7</u>
Net Other Financing Sources (Uses)	<u>(557,376)</u>	<u>(557,376)</u>	<u>(557,369)</u>	<u>7</u>
NET CHANGE IN FUND BALANCES	<u>(1,431,458)</u>	<u>(13,581,077)</u>	<u>1,401,770</u>	<u>14,982,847</u>
FUND BALANCES, JULY 1	<u>54,162,389</u>	<u>54,162,389</u>	<u>54,162,389</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 52,730,931</u>	<u>\$ 40,581,312</u>	<u>\$ 55,564,159</u>	<u>\$ 14,982,847</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

**CITY OF OXNARD, CALIFORNIA
STATE AND FEDERAL GRANTS FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022**

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 44,495,494	\$ 83,754,089	\$ 41,339,500	\$ (42,414,589)
Fines and forfeitures	-	-	71,643	71,643
Interest on investments	45,476	45,476	9,100	(36,376)
Miscellaneous	299,564	263,365	225,191	(38,174)
Total Revenues	<u>44,840,534</u>	<u>84,062,930</u>	<u>41,645,434</u>	<u>(42,417,496)</u>
EXPENDITURES				
General government	-	10,391,433	3,050,818	7,340,615
Public safety	-	12,854,742	2,315,452	10,539,290
Community development	465,568	8,166,836	4,136,364	4,030,472
Culture, leisure and libraries	4,084,385	5,194,132	2,726,993	2,467,139
Capital outlay	<u>8,245,105</u>	<u>45,691,074</u>	<u>8,123,194</u>	<u>37,567,880</u>
Total Expenditures	<u>12,795,058</u>	<u>83,072,693</u>	<u>20,352,821</u>	<u>62,719,872</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>32,045,476</u>	<u>990,237</u>	<u>21,292,613</u>	<u>20,302,376</u>
OTHER FINANCING SOURCES (USES)				
Transfers out	-	(28,405,000)	(21,440,609)	6,964,391
Total Other Financing Sources (Uses)	<u>-</u>	<u>(28,405,000)</u>	<u>(21,440,609)</u>	<u>6,964,391</u>
NET CHANGE IN FUND BALANCES	32,045,476	(27,414,763)	(147,996)	27,266,767
FUND BALANCES, JULY 1	<u>801,003</u>	<u>801,003</u>	<u>801,003</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 32,846,479</u>	<u>\$ (26,613,760)</u>	<u>\$ 653,007</u>	<u>\$ 27,266,767</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

SUPPLEMENTARY INFORMATION

GENERAL FUND GROUP

General Fund Group Funds

The general fund accounts for a government's main operating fund.

General Fund - This fund is used to account for all financial resources traditionally associated with government activities that are not required legally to be accounted for in another fund. Principal sources of revenues are property tax, sales tax, transient occupancy (hotel) tax, business license tax, franchise fees, licenses and permits, and State shared revenues and billings for outside and interfund services. Expenditures in the General Fund primarily consist of general administration, police and fire protection, parks and streets maintenance, recreation and transportation services, and community development.

Half Cent Sales Tax "Measure O" Fund – On November 4, 2008, Oxnard voters approved a general purpose sales tax for one half cent for twenty years. Its purpose is "to protect, maintain, and enhance vital City services including police, fire and emergency response, increasing street paving and sidewalk/pothole repair to improve traffic flow, expanding youth recreation, after-school and anti-gang prevention programs, acquiring property for parks/open space preservation, upgrading storm water drains, improving senior services, increasing building code compliance, and other general City services."

Street Maintenance Fund - This fund is used for the reimbursement of costs imposed by the City's utility enterprise funds (water, wastewater, environmental resources) on the public right-of-way.

Performing Arts & Convention Center Fund - This fund accounts for the City's cultural activities related to artistic and recreational performances. Revenues are derived mainly from admission tickets and contributions from patrons. These revenues are used to pay for operating expenditures, capital improvement projects, acquisition of equipment and sound systems.

Other General Funds – These funds account for Oxnard Police Department Training program, system payroll control, donations to the City from private parties for specified purposes and developer deposits.

CITY OF OXNARD, CALIFORNIA
COMBINING BALANCE SHEET
GENERAL FUND GROUP
JUNE 30, 2022

	GENERAL FUND			
	101 - General Fund	104 - Half Cent Sales Tax	105 - Street Maintenance	641 - Performing Arts Center
ASSETS				
Cash and investments	\$ 51,710,677	\$ 12,708,912	\$ 2,433,425	\$ 115,004
Accounts and other receivables	2,339,603	-	-	9,555
Due from other funds	3,515,409	1,716,520	-	-
Due from other government	19,616,335	3,523,383	-	-
Due from Successor Agency	277,606	-	-	-
Lease receivable	273,552	-	-	-
Advances to other funds	-	3,589,072	-	-
Total Assets	<u>\$ 77,733,182</u>	<u>\$ 21,537,887</u>	<u>\$ 2,433,425</u>	<u>\$ 124,559</u>
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES				
LIABILITIES				
Accounts payable	\$ 6,126,341	\$ 510,495	\$ 316,342	\$ (65)
Other liabilities	12,024,672	410,054	88,961	-
Due to other funds	11,741,384	-	-	-
Advances from other funds	13,059,769	-	-	-
Unearned revenues	12,411	-	-	-
Total Liabilities	<u>42,964,577</u>	<u>920,549</u>	<u>405,303</u>	<u>(65)</u>
DEFERRED INFLOW OF RESOURCES				
Deferred inflow on leases	436,735	-	-	-
Total Liabilities and Deferred Inflows of Resources	<u>43,401,312</u>	<u>920,549</u>	<u>405,303</u>	<u>(65)</u>
FUND BALANCES				
Nonspendable				
Advances to other funds	-	3,589,072	-	-
Committed to:				
Measure "O" eligible services	-	17,028,266	-	-
General plan maintenance	751,990	-	-	-
Capital projects	8,472,939	-	-	-
Streets maintenance	-	-	2,028,122	-
Unassigned	<u>25,106,941</u>	<u>-</u>	<u>-</u>	<u>124,624</u>
Total Fund Balances	<u>34,331,870</u>	<u>20,617,338</u>	<u>2,028,122</u>	<u>124,624</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 77,733,182</u>	<u>\$ 21,537,887</u>	<u>\$ 2,433,425</u>	<u>\$ 124,559</u>

* Other funds include: General Fund Carryover (102), Oxnard Police Department (OPD) Training (103), Stormwater Management (114), Payroll Clearing Trust (542), Carnegie Art Trust (543), Housing Payroll Trust (545), City Artworks Trust (546), City Corps Trust (555), and Contributions/Donations Trust (571).

GENERAL FUND

<u>Other*</u>	<u>Total</u>	
ASSETS		
\$ 1,202,082	\$ 68,170,100	Cash and investments
664,405	3,013,563	Accounts and other receivables
7,480	5,239,409	Due from other funds
438,397	23,578,115	Due from other government
-	277,606	Due from Successor Agency
-	273,552	Lease receivable
-	3,589,072	Advances to other funds
<u>\$ 2,312,364</u>	<u>\$ 104,141,417</u>	Total Assets
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES		
LIABILITIES		
\$ 81,668	\$ 7,034,781	Accounts payable
1,148,954	13,672,641	Other liabilities
187,937	11,929,321	Due to other funds
-	13,059,769	Advances from other funds
-	12,411	Unearned revenues
<u>1,418,559</u>	<u>45,708,923</u>	Total Liabilities
DEFERRED INFLOW OF RESOURCES		
-	436,735	Deferred inflow on leases
<u>1,418,559</u>	<u>46,145,658</u>	Total Liabilities and Deferred Inflows of Resources
FUND BALANCES		
Nonspendable		
-	3,589,072	Advances to other funds
Committed to:		
-	17,028,266	Measure "O" eligible services
-	751,990	General plan maintenance
-	8,472,939	Capital projects
-	2,028,122	Streets maintenance
<u>893,805</u>	<u>26,125,370</u>	Unassigned
<u>893,805</u>	<u>57,995,759</u>	Total Fund Balances
<u>\$ 2,312,364</u>	<u>\$ 104,141,417</u>	TOTAL LIABILITIES AND FUND BALANCES

CITY OF OXNARD
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND GROUP
FOR THE YEAR ENDED JUNE 30, 2022

	GENERAL FUND			
	101 - General Fund	104 - Half Cent Sales Tax	105 - Street Maintenance	641 - Performing Arts Center
REVENUES				
Taxes	\$ 178,841,461	\$ 19,270,965	\$ -	\$ -
Licenses and permits	2,607,236	-	-	-
Intergovernmental	2,181,368	-	-	-
Charges for services	15,933,419	-	(978)	184,391
Fines and forfeitures	2,541,622	-	-	-
Interest on investments	246,796	53,364	-	-
Special assessments	70,245	-	-	-
Miscellaneous	(1,407,926)	(473,879)	-	-
Total Revenues	<u>201,014,221</u>	<u>18,850,450</u>	<u>(978)</u>	<u>184,391</u>
EXPENDITURES				
Current				
General government	17,052,030	912,132	-	-
Public safety	93,766,032	7,795,265	-	-
Transportation	6,559,817	468,001	187,475	-
Community development	11,708,015	773,493	-	-
Culture, leisure and libraries	23,893,527	1,352,300	-	36,205
Capital Outlay	688,845	453,055	2,365,640	-
Debt Service				
Principal	-	850,000	-	-
Interest and fiscal charges	209,164	258,881	-	-
Total Expenditures	<u>153,877,430</u>	<u>12,863,127</u>	<u>2,553,115</u>	<u>36,205</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	47,136,791	5,987,323	(2,554,093)	148,186
OTHER FINANCING SOURCES (USES)				
Transfers in	1,428,936	-	-	-
Transfers out	(10,844,777)	(3,684,260)	-	(31,253)
Total Other Financing Sources (Uses)	<u>(9,415,841)</u>	<u>(3,684,260)</u>	<u>-</u>	<u>(31,253)</u>
NET CHANGE IN FUND BALANCES	37,720,950	2,303,063	(2,554,093)	116,933
FUND BALANCES, JULY 1	<u>(3,389,080)</u>	<u>18,314,275</u>	<u>4,582,215</u>	<u>7,691</u>
FUND BALANCES, JUNE 30	<u>\$ 34,331,870</u>	<u>\$ 20,617,338</u>	<u>\$ 2,028,122</u>	<u>\$ 124,624</u>

* Other funds include: General Fund Carryover (102), Oxnard Police Department (OPD) Training (103), Stormwater Management (114), Payroll Clearing Trust (542), Carnegie Art Trust (543), Housing Payroll Trust (545), City Artworks Trust (546), City Corps Trust (555), and Contributions/Donations Trust (571).

GENERAL FUND

Other*	Total	
		REVENUES
\$ -	\$ 198,112,426	Taxes
-	2,607,236	Licenses and permits
27,277	2,208,645	Intergovernmental
-	16,116,832	Charges for services
-	2,541,622	Fines and forfeitures
-	300,160	Interest on investments
438,397	508,642	Special assessments
228,324	(1,653,481)	Miscellaneous
<u>693,998</u>	<u>220,742,082</u>	Total Revenues
		EXPENDITURES
		Current
131,851	18,096,013	General government
227,687	101,788,984	Public safety
-	7,215,293	Transportation
1,156,504	13,638,012	Community development
(2,980)	25,279,052	Culture, leisure and libraries
-	3,507,540	
		Capital Outlay
		Debt Service
-	850,000	Principal
-	468,045	Interest and fiscal charges
<u>1,513,062</u>	<u>170,842,939</u>	Total Expenditures
		EXCESS OF REVENUES OVER (UNDER)
(819,064)	49,899,143	EXPENDITURES
		OTHER FINANCING SOURCES (USES)
1,379,904	2,808,840	Transfers in
-	(14,560,290)	Transfers out
<u>1,379,904</u>	<u>(11,751,450)</u>	Total Other Financing Sources (Uses)
560,840	38,147,693	NET CHANGE IN FUND BALANCES
332,965	19,848,066	FUND BALANCES, JULY 1
<u>\$ 893,805</u>	<u>\$ 57,995,759</u>	FUND BALANCES, JUNE 30

CITY OF OXNARD, CALIFORNIA
GENERAL FUND - 101 - GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes				
Property	\$ 63,383,704	\$ 63,383,704	\$ 63,226,490	\$ (157,214)
Sales	88,453,241	88,453,241	98,812,543	10,359,302
Transient occupancy	4,550,000	4,550,000	5,117,229	567,229
Business license (net of refund)	5,871,461	5,871,461	6,537,611	666,150
Franchise	3,906,860	3,906,860	4,169,418	262,558
Other taxes	1,147,170	1,147,170	978,170	(169,000)
Licenses and permits	2,746,194	2,746,194	2,607,236	(138,958)
Intergovernmental	2,258,760	2,258,760	2,181,368	(77,392)
Charges for services	18,991,411	18,991,411	15,933,419	(3,057,992)
Fines and forfeitures	2,703,720	2,703,720	2,541,622	(162,098)
Interest on investments	1,207,207	1,207,207	246,796	(960,411)
Special assessments	70,000	70,000	70,245	245
Miscellaneous	3,199,134	3,904,749	(1,407,926)	(5,312,675)
Total Revenues	198,488,862	199,194,477	201,014,221	1,819,744
EXPENDITURES				
General Government				
Legislative				
City Council	641,720	641,720	665,893	(24,173)
City Clerk	661,235	681,014	643,201	37,813
Administrative and Support Services				
Billing and licensing	1,334,513	1,334,513	1,157,125	177,388
City Manager	2,365,527	2,365,527	2,007,211	358,316
City Attorney	2,613,112	2,810,912	2,663,904	147,008
Finance	6,755,163	6,735,163	5,497,774	1,237,389
Human resources	3,424,306	3,424,306	3,073,552	350,754
Nondepartmental	3,330,578	2,766,668	1,343,370	1,423,298
Public Safety				
Police	70,443,884	70,676,157	66,480,990	4,195,167
Fire	27,141,918	27,393,521	27,285,042	108,479
Transportation systems	8,105,397	7,592,081	6,559,817	1,032,264
Community Development				
Development services	12,278,498	13,206,494	10,283,099	2,923,395
Economic development and tourism service	70,766	70,766	70,627	139
Housing services	2,184,459	2,184,459	1,304,508	879,951
Community service	114,031	114,031	49,781	64,250
Culture, leisure and libraries				
Recreation services	8,903,839	8,865,339	6,543,567	2,321,772
Park and public grounds	18,782,313	14,207,613	13,014,762	1,192,851
Library services	4,759,904	4,759,904	4,335,198	424,706
Capital outlay	1,037,922	1,749,294	688,845	1,060,449
Principal	1,666,525	1,666,525	-	1,666,525
Interest and fiscal charges	209,164	209,164	209,164	-
Total Expenditures	176,824,774	173,455,171	153,877,430	19,577,741
EXCESS OF REVENUES OVER EXPENDITURES	21,664,088	25,739,306	47,136,791	21,397,485

GENERAL FUND - 101 - GENERAL FUND (Continued)
BUDGETARY COMPARISON SCHEDULE

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
OTHER FINANCING SOURCES (USES)				
Reimbursement of IUF Fees	\$ (5,000,000)	\$ (5,000,000)	\$ -	\$ 5,000,000
Transfers in	1,514,671	1,514,671	1,428,936	(85,735)
Transfers out	(14,918,847)	(20,018,574)	(10,844,777)	9,173,797
Net Other Financing Sources (Uses)	<u>(18,404,176)</u>	<u>(23,503,903)</u>	<u>(9,415,841)</u>	<u>14,088,062</u>
NET CHANGE IN FUND BALANCES	3,259,912	2,235,403	37,720,950	35,485,547
FUND BALANCES, JULY 1	<u>(3,389,080)</u>	<u>(3,389,080)</u>	<u>(3,389,080)</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ (129,168)</u>	<u>\$ (1,153,677)</u>	<u>\$ 34,331,870</u>	<u>\$ 35,485,547</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

Reimbursement of IUF fees were included in the City's budget as other financing uses. In the General Fund fund financial statements, the reimbursement of IUF fees are reported as reductions of advances from other funds.

CITY OF OXNARD, CALIFORNIA
GENERAL FUND - 104 - HALF CENT SALES TAX
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes				
Sales	17,331,810	17,331,810	\$ 19,270,965	\$ 1,939,155
Interest on investments	86,125	86,125	53,364	(32,761)
Miscellaneous	-	-	(473,879)	(473,879)
Total Revenues	<u>17,417,935</u>	<u>17,417,935</u>	<u>18,850,450</u>	<u>1,432,515</u>
EXPENDITURES				
General Government				
Administrative and Support Services				
City Manager	57,604	7,604	7,604	-
Information Technology	886,654	886,455	886,454	1
Nondepartmental	19,418	18,074	18,074	-
Public Safety				
Police	3,581,381	3,569,728	3,569,727	1
Fire	4,842,253	4,225,539	4,225,538	1
Transportation systems	519,384	468,001	468,001	-
Community Development				
Development services	311,837	356,148	311,148	45,000
Housing services	1,103,547	2,650,253	462,345	2,187,908
Culture, leisure and libraries				
Recreation services	565,748	429,858	440,461	(10,603)
Park and public grounds	849,507	851,212	850,332	880
Library services	61,533	61,506	61,507	(1)
Capital outlay	175,980	2,172,576	453,055	1,719,521
Principal	850,000	850,000	850,000	-
Interest and fiscal charges	291,405	258,881	258,881	-
Total Expenditures	<u>14,116,251</u>	<u>16,805,835</u>	<u>12,863,127</u>	<u>3,942,708</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>3,301,684</u>	<u>612,100</u>	<u>5,987,323</u>	<u>5,375,223</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	1,666,525	1,666,525	-	(1,666,525)
Transfers out	(3,782,246)	(3,684,260)	(3,684,260)	-
Net Other Financing Sources (Uses)	<u>(2,115,721)</u>	<u>(2,017,735)</u>	<u>(3,684,260)</u>	<u>(1,666,525)</u>
NET CHANGE IN FUND BALANCES	1,185,963	(1,405,635)	2,303,063	3,708,698
FUND BALANCES, JULY 1	<u>18,314,275</u>	<u>18,314,275</u>	<u>18,314,275</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 19,500,238</u>	<u>\$ 16,908,640</u>	<u>\$ 20,617,338</u>	<u>\$ 3,708,698</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

Transfer in of \$1,666,525 was included in the Fund 104's budget as other financing sources. In the fund financial statements, the transfer in from Fund 101 is reported as reductions of advance to Fund 101.

**NONMAJOR
GOVERNMENTAL
FUNDS**

Nonmajor Governmental Funds

Special revenue funds are used to account for the proceeds of specific revenue sources (other than capital outlay and debt service funds that are legally restricted to expenditures for particular purposes).

HUD and CDBG Grants Fund - This special revenue fund is used to account for federal entitlement that is used to provide housing loans to low/moderate income families and community development block grants to develop viable urban communities.

Public Safety Retirement Fund - This special revenue fund is used to account for voter-approved property tax for public safety uniformed employees' retirement.

State Gas Tax Fund - This special revenue fund is used to account for the allocated share of Gas Tax Revenue. Spending of gas tax is legally restricted to be used for maintenance and improvement of public streets.

Debt Service Fund - This fund accounts for the accumulation of resources and payments of principal and interest of the City's general long-term debt.

Capital Outlay Fund - This fund accounts for financing and construction of general government capital projects.

Certified Unified Program Agencies (CUPA) Fund - This special revenue fund is used to account for fees collected for regulation and management of hazardous materials in the City. Fees are to be used in the administration of the CUPA program.

Traffic Safety Fund - This special revenue fund is used to account for shared revenues received from fines and forfeitures under the State of California Vehicle Code. Fund is restricted to be expended only for improvement and maintenance of traffic control equipment/devices.

Transportation Development Fund - This special revenue fund is used to account for Transportation Development Act revenues and to be used for street maintenance and road improvements, and construction of pedestrian and bike facilities.

Maintenance Assessment Districts - This special revenue fund is used to account for assessment revenues and expenditures related to waterways and landscape maintenance of various district areas in the City.

CITY OF OXNARD, CALIFORNIA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2022

	HUD AND CDBG GRANTS FUND	PUBLIC SAFETY RETIREMENT	STATE GAS TAX	DEBT SERVICE FUND	CAPITAL OUTLAY FUND
ASSETS					
Cash and cash equivalents	\$ 446,685	\$ 6,982,829	\$ 4,132,774	\$ 22,955	\$ 32,901,967
Investments with fiscal agents	-	-	4	421	13,580,408
Accounts and other receivables	-	-	-	-	98,800
Due from other funds	-	-	-	-	-
Due from other government	868,203	247,796	1,079,771	-	-
Due from Successor Agency	-	-	-	-	38,259
Notes receivable	6,647,402	-	-	-	-
Lease receivable	-	-	-	-	-
Total Assets	<u>\$ 7,962,290</u>	<u>\$ 7,230,625</u>	<u>\$ 5,212,549</u>	<u>\$ 23,376</u>	<u>\$ 46,619,434</u>
LIABILITIES					
Accounts payable	\$ 94,328	\$ 4,710	\$ 418,389	\$ -	\$ 1,035,675
Other liabilities	52,110	298,459	100,538	-	445,468
Due to other funds	606,261	-	-	-	-
Unearned revenues	<u>420,731</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	<u>1,173,430</u>	<u>303,169</u>	<u>518,927</u>	<u>-</u>	<u>1,481,143</u>
DEFERRED INFLOW OF RESOURCES					
Deferred inflow on loans	6,647,402	-	-	-	-
Deferred inflow on leases	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Deferred Inflow on Resources	<u>6,647,402</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES					
Restricted for:					
Debt Service	-	-	-	23,376	-
Transportation systems	-	-	-	-	-
Maintenance districts	-	-	-	-	2,446,041
Street and traffic improvements/ maintenance	-	-	4,693,622	-	370,279
Infrastructure developments	-	-	-	-	11,516,713
Housing	141,458	-	-	-	-
Culture and leisure	-	-	-	-	8,794,300
Public safety	-	6,927,456	-	-	-
Committed to:					
Capital projects	-	-	-	-	22,010,958
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Fund Balances	<u>141,458</u>	<u>6,927,456</u>	<u>4,693,622</u>	<u>23,376</u>	<u>45,138,291</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 7,962,290</u>	<u>\$ 7,230,625</u>	<u>\$ 5,212,549</u>	<u>\$ 23,376</u>	<u>\$ 46,619,434</u>

CUPA FUND	TRAFFIC SAFETY	TRANSPORTA- TION DEVELOPMENT FUND	MAINTENANCE ASSESSMENT DISTRICTS FUND	TOTAL NONMAJOR GOVERNMENTAL FUNDS
\$ 1,128,138	\$ 317,209	\$ 3,766,796	\$ 11,693,119	\$ 61,392,472
-	-	-	-	13,580,833
-	-	13,722	-	112,522
-	-	-	21,610	21,610
-	35,944	-	112,765	2,344,479
-	-	-	-	38,259
-	-	-	-	6,647,402
-	-	329,130	-	329,130
<u>\$ 1,128,138</u>	<u>\$ 353,153</u>	<u>\$ 4,109,648</u>	<u>\$ 11,827,494</u>	<u>\$ 84,466,707</u>
\$ 296	\$ 339	\$ 194,029	\$ 866,088	\$ 2,613,854
31,791	6,809	3,769	59,572	998,516
-	-	-	21,610	627,871
-	-	1,827,467	-	2,248,198
<u>32,087</u>	<u>7,148</u>	<u>2,025,265</u>	<u>947,270</u>	<u>6,488,439</u>
-	-	-	-	6,647,402
-	-	359,025	-	359,025
-	-	359,025	-	7,006,427
-	-	-	-	23,376
-	-	1,725,358	-	1,725,358
-	-	-	10,880,224	13,326,265
-	346,005	-	-	5,409,906
-	-	-	-	11,516,713
-	-	-	-	141,458
-	-	-	-	8,794,300
1,096,051	-	-	-	8,023,507
-	-	-	-	22,010,958
-	-	-	-	-
<u>1,096,051</u>	<u>346,005</u>	<u>1,725,358</u>	<u>10,880,224</u>	<u>70,971,841</u>
<u>\$ 1,128,138</u>	<u>\$ 353,153</u>	<u>\$ 4,109,648</u>	<u>\$ 11,827,494</u>	<u>\$ 84,466,707</u>

ASSETS

Cash and cash equivalents
Investments with fiscal agents
Accounts and other receivables
Due from other funds
Due from other government
Due from Successor Agency
Notes receivable
Lease receivable

Total Assets

LIABILITIES

Accounts payable
Other liabilities
Due to other funds
Unearned revenues

Total Liabilities

DEFERRED INFLOW OF RESOURCES

Deferred inflow on loans
Deferred inflow on leases

Total Deferred Inflow of Resources

FUND BALANCES

Restricted for:
Debt Service
Transportation systems
Maintenance districts
Street and traffic improvements/
maintenance
Infrastructure developments
Housing
Culture and leisure
Public safety
Committed to:
Capital projects
Unassigned

Total Fund Balances

TOTAL LIABILITIES AND FUND BALANCES

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	HUD AND CDBG GRANTS FUND	PUBLIC SAFETY RETIREMENT	STATE GAS TAX	DEBT SERVICE FUND	CAPITAL OUTLAY FUND
REVENUES					
Taxes	\$ -	\$ 15,404,227	\$ -	\$ -	\$ 387,797
Licenses and permits	-	-	-	-	-
Intergovernmental	1,617,614	-	8,948,479	-	-
Growth and development fees	-	-	-	-	-
Charges for services	-	-	187,562	-	-
Fines and forfeitures	-	-	-	-	-
Interest on investments	-	-	15,396	394	49,688
Special assessments	-	-	-	-	-
Miscellaneous	-	-	(126,642)	-	(408,202)
Total Revenues	<u>1,617,614</u>	<u>15,404,227</u>	<u>9,024,795</u>	<u>394</u>	<u>29,283</u>
EXPENDITURES					
Current					
General government	-	-	112,657	-	245,000
Public safety	-	14,300,740	-	-	390,264
Transportation systems	-	-	4,354,415	-	257,551
Community development	1,206,131	-	-	-	89,945
Culture, leisure and libraries	87,557	-	-	-	20,153
Capital outlay	302,402	-	677,412	-	14,228,036
Debt Service					
Principal	-	-	710,000	4,484,494	498,181
Interest and fiscal charges	-	-	607,725	2,751,501	45,825
Total Expenditures	<u>1,596,090</u>	<u>14,300,740</u>	<u>6,462,209</u>	<u>7,235,995</u>	<u>15,774,955</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>21,524</u>	<u>1,103,487</u>	<u>2,562,586</u>	<u>(7,235,601)</u>	<u>(15,745,672)</u>
OTHER FINANCING SOURCES (USES)					
Proceeds from debt issuance	-	-	-	-	3,300,000
Transfers in	-	-	-	7,235,995	26,754,889
Transfers out	-	-	-	-	-
Net Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,235,995</u>	<u>30,054,889</u>
NET CHANGE IN FUND BALANCES	21,524	1,103,487	2,562,586	394	14,309,217
FUND BALANCES, JULY 1	119,934	5,823,969	2,131,036	22,982	30,829,074
FUND BALANCES, JUNE 30	<u>\$ 141,458</u>	<u>\$ 6,927,456</u>	<u>\$ 4,693,622</u>	<u>\$ 23,376</u>	<u>\$ 45,138,291</u>

CUPA FUND	TRAFFIC SAFETY	TRANSPORTATION DEVELOPMENT FUND	MAINTENANCE ASSESSMENT DISTRICTS FUND	TOTAL NONMAJOR GOVERNMENTAL FUNDS	
					REVENUES
\$ -	\$ -	\$ -	\$ -	\$ 15,792,024	Taxes
1,095,535	-	-	-	1,095,535	Licenses and permits
-	239,930	775,443	-	11,581,466	Intergovernmental
20,430	-	-	-	20,430	Growth and development fees
-	-	-	1,235,079	1,422,641	Charges for services
244	-	-	-	244	Fines and forfeitures
7,325	1,684	17,748	49,336	141,571	Interest on investments
-	-	-	6,312,705	6,312,705	Special assessments
(53,717)	(17,662)	5,697	(375,687)	(976,213)	Miscellaneous
<u>1,069,817</u>	<u>223,952</u>	<u>798,888</u>	<u>7,221,433</u>	<u>35,390,403</u>	Total Revenues
					EXPENDITURES
					Current
-	-	-	-	357,657	General government
866,658	388,622	-	266,598	16,212,882	Public safety
-	38,316	779,951	132,469	5,562,702	Transportation systems
-	-	-	423,014	1,719,090	Community development
-	-	-	7,357,696	7,465,406	Culture, leisure and libraries
-	13,898	298,871	276,380	15,796,999	Capital outlay
					Debt Service
-	-	-	-	5,692,675	Principal
-	-	-	-	3,405,051	Interest and fiscal charges
<u>866,658</u>	<u>440,836</u>	<u>1,078,822</u>	<u>8,456,157</u>	<u>56,212,462</u>	Total Expenditures
					EXCESS OF REVENUES OVER (UNDER) EXPENDITURES
<u>203,159</u>	<u>(216,884)</u>	<u>(279,934)</u>	<u>(1,234,724)</u>	<u>(20,822,059)</u>	
					OTHER FINANCING SOURCES (USES)
-	-	-	-	3,300,000	Proceeds from debt issuance
-	-	-	142,454	34,133,338	Transfers in
(23,858)	-	-	(19,512)	(43,370)	Transfers out
<u>(23,858)</u>	<u>-</u>	<u>-</u>	<u>122,942</u>	<u>37,389,968</u>	Net Other Financing Sources (Uses)
179,301	(216,884)	(279,934)	(1,111,782)	16,567,909	NET CHANGE IN FUND BALANCES
916,750	562,889	2,005,292	11,992,006	54,403,932	FUND BALANCES, JULY 1
<u>\$ 1,096,051</u>	<u>\$ 346,005</u>	<u>\$ 1,725,358</u>	<u>\$ 10,880,224</u>	<u>\$ 70,971,841</u>	FUND BALANCES, JUNE 30

CITY OF OXNARD, CALIFORNIA
NONMAJOR - CDBG AND HUD
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 3,480,572	\$ 3,480,572	\$ 1,617,614	\$ (1,862,958)
Total Revenues	<u>3,480,572</u>	<u>3,480,572</u>	<u>1,617,614</u>	<u>(1,862,958)</u>
EXPENDITURES				
Public safety	76,505	-	-	-
Community development	2,013,674	5,237,188	1,206,131	4,031,057
Culture, leisure and libraries	219,515	177,071	87,557	89,514
Capital outlay	<u>1,170,878</u>	<u>3,387,769</u>	<u>302,402</u>	<u>3,085,367</u>
Total Expenditures	<u>3,480,572</u>	<u>8,802,028</u>	<u>1,596,090</u>	<u>7,205,938</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>-</u>	<u>(5,321,456)</u>	<u>21,524</u>	<u>5,342,980</u>
NET CHANGE IN FUND BALANCES	-	(5,321,456)	21,524	5,342,980
FUND BALANCES, JULY 1	<u>119,934</u>	<u>119,934</u>	<u>119,934</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 119,934</u>	<u>\$ (5,201,522)</u>	<u>\$ 141,458</u>	<u>\$ 5,342,980</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - PUBLIC SAFETY RETIREMENT
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes	\$ 17,190,577	\$ 17,190,577	\$ 15,404,227	\$ (1,786,350)
Interest on investments	-	-	-	-
Total Revenues	<u>17,190,577</u>	<u>17,190,577</u>	<u>15,404,227</u>	<u>(1,786,350)</u>
EXPENDITURES				
Public safety	<u>14,585,532</u>	<u>14,585,532</u>	<u>14,300,740</u>	<u>284,792</u>
Total Expenditures	<u>14,585,532</u>	<u>14,585,532</u>	<u>14,300,740</u>	<u>284,792</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>2,605,045</u>	<u>2,605,045</u>	<u>1,103,487</u>	<u>(1,501,558)</u>
NET CHANGE IN FUND BALANCES	<u>2,605,045</u>	<u>2,605,045</u>	<u>1,103,487</u>	<u>(1,501,558)</u>
FUND BALANCES, JULY 1	<u>5,823,969</u>	<u>5,823,969</u>	<u>5,823,969</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 8,429,014</u>	<u>\$ 8,429,014</u>	<u>\$ 6,927,456</u>	<u>\$ (1,501,558)</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - STATE GAS TAX FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 9,465,541	\$ 9,465,541	\$ 8,948,479	\$ (517,062)
Charges for services	750,000	750,000	187,562	(562,438)
Interest on investments	81,192	81,192	15,396	(65,796)
Miscellaneous	-	-	(126,642)	(126,642)
Total Revenues	<u>10,296,733</u>	<u>10,296,733</u>	<u>9,024,795</u>	<u>(1,271,938)</u>
EXPENDITURES				
General government	208,964	408,964	112,657	296,307
Transportation systems	5,567,082	5,559,207	4,354,415	1,204,792
Capital outlay	5,914,945	6,129,015	677,412	5,451,603
Debt Service				
Principal	710,000	710,000	710,000	-
Interest	607,725	607,725	607,725	-
Total Expenditures	<u>13,008,716</u>	<u>13,414,911</u>	<u>6,462,209</u>	<u>6,952,702</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(2,711,983)</u>	<u>(3,118,178)</u>	<u>2,562,586</u>	<u>5,680,764</u>
NET CHANGE IN FUND BALANCES	<u>(2,711,983)</u>	<u>(3,118,178)</u>	<u>2,562,586</u>	<u>5,680,764</u>
FUND BALANCES, JULY 1	<u>2,131,036</u>	<u>2,131,036</u>	<u>2,131,036</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ (580,947)</u>	<u>\$ (987,142)</u>	<u>\$ 4,693,622</u>	<u>\$ 5,680,764</u>

CITY OF OXNARD, CALIFORNIA
NONMAJOR - DEBT SERVICE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Interest on investments	\$ 1,420	\$ 1,420	\$ 394	\$ (1,026)
Total Revenues	<u>1,420</u>	<u>1,420</u>	<u>394</u>	<u>(1,026)</u>
EXPENDITURES				
Debt Service				
Principal	4,284,301	4,497,453	4,484,494	12,959
Interest	<u>2,743,801</u>	<u>2,756,820</u>	<u>2,751,501</u>	<u>5,319</u>
Total Expenditures	<u>7,028,102</u>	<u>7,254,273</u>	<u>7,235,995</u>	<u>18,278</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>(7,026,682)</u>	<u>(7,252,853)</u>	<u>(7,235,601)</u>	<u>17,252</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	<u>7,028,103</u>	<u>7,254,274</u>	<u>7,235,995</u>	<u>(18,279)</u>
Total Other Financing Sources (Uses)	<u>7,028,103</u>	<u>7,254,274</u>	<u>7,235,995</u>	<u>(18,279)</u>
NET CHANGE IN FUND BALANCES¹	<u>1,421</u>	<u>1,421</u>	<u>394</u>	<u>(1,027)</u>
FUND BALANCES, JULY 1	<u>22,982</u>	<u>22,982</u>	<u>22,982</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 24,403</u>	<u>\$ 24,403</u>	<u>\$ 23,376</u>	<u>\$ (1,027)</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - CAPITAL OUTLAY FUNDS
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes	\$ 387,562	\$ 387,562	\$ 387,797	\$ 235
Interest on investments	207,689	207,689	49,688	(158,001)
Miscellaneous	-	-	(408,202)	(408,202)
Total Revenues	<u>595,251</u>	<u>595,251</u>	<u>29,283</u>	<u>(565,968)</u>
EXPENDITURES				
General government	-	145,000	245,000	(100,000)
Public safety	460,000	7,418,943	390,264	7,028,679
Transportation	1,350,000	4,891,196	257,551	4,633,645
Community development	200,342	446,568	89,945	356,623
Culture, leisure and libraries	50,000	5,325,000	20,153	5,304,847
Capital outlay	10,888,495	47,097,607	14,228,036	32,869,571
Debt Service				
Principal	-	-	498,181	(498,181)
Interest	-	-	45,825	(45,825)
Total Expenditures	<u>12,948,837</u>	<u>65,324,314</u>	<u>15,774,955</u>	<u>49,549,359</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(12,353,586)</u>	<u>(64,729,063)</u>	<u>(15,745,672)</u>	<u>48,983,391</u>
OTHER FINANCING SOURCES (USES)				
Proceeds from bonds	3,510,000	3,563,359	3,300,000	(263,359)
Transfers in	8,937,600	42,399,600	26,754,889	(15,644,711)
Total Other Financing Sources (Uses)	<u>12,447,600</u>	<u>45,962,959</u>	<u>30,054,889</u>	<u>(15,908,070)</u>
NET CHANGE IN FUND BALANCES	94,014	(18,766,104)	14,309,217	33,075,321
FUND BALANCES, JULY 1	<u>30,829,074</u>	<u>30,829,074</u>	<u>30,829,074</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 30,923,088</u>	<u>\$ 12,062,970</u>	<u>\$ 45,138,291</u>	<u>\$ 33,075,321</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - CUPA
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Licenses and permits	\$ 1,031,000	\$ 1,031,000	\$ 1,095,535	\$ 64,535
Growth and development fees	35,000	35,000	20,430	(14,570)
Fines and forfeitures	10,389	10,389	244	(10,145)
Interest	18,589	18,589	7,325	(11,264)
Miscellaneous	11,228	11,228	(53,717)	(64,945)
Total Revenues	<u>1,106,206</u>	<u>1,106,206</u>	<u>1,069,817</u>	<u>(36,389)</u>
EXPENDITURES				
Public safety	<u>1,100,458</u>	<u>1,100,458</u>	<u>866,658</u>	<u>233,800</u>
Total Expenditures	<u>1,100,458</u>	<u>1,100,458</u>	<u>866,658</u>	<u>233,800</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>5,748</u>	<u>5,748</u>	<u>203,159</u>	<u>197,411</u>
OTHER FINANCING SOURCES (USES)				
Transfers out	<u>(23,911)</u>	<u>(23,911)</u>	<u>(23,858)</u>	<u>53</u>
Total Other Financing Sources (Uses)	<u>(23,911)</u>	<u>(23,911)</u>	<u>(23,858)</u>	<u>53</u>
NET CHANGE IN FUND BALANCES	<u>(18,163)</u>	<u>(18,163)</u>	<u>179,301</u>	<u>197,464</u>
FUND BALANCES, JULY 1	<u>916,750</u>	<u>916,750</u>	<u>916,750</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 898,587</u>	<u>\$ 898,587</u>	<u>\$ 1,096,051</u>	<u>\$ 197,464</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - TRAFFIC SAFETY
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 285,969	\$ 285,969	\$ 239,930	\$ (46,039)
Interest on investments	6,218	6,218	1,684	(4,534)
Miscellaneous	-	-	(17,662)	(17,662)
Total Revenues	<u>292,187</u>	<u>292,187</u>	<u>223,952</u>	<u>(68,235)</u>
EXPENDITURES				
Public safety	587,489	587,489	388,622	198,867
Transportation systems	-	-	38,316	(38,316)
Capital outlay	-	103,413	13,898	89,515
Total Expenditures	<u>587,489</u>	<u>690,902</u>	<u>440,836</u>	<u>250,066</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(295,302)</u>	<u>(398,715)</u>	<u>(216,884)</u>	<u>181,831</u>
NET CHANGE IN FUND BALANCES	<u>(295,302)</u>	<u>(398,715)</u>	<u>(216,884)</u>	<u>181,831</u>
FUND BALANCES, JULY 1	<u>562,889</u>	<u>562,889</u>	<u>562,889</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 267,587</u>	<u>\$ 164,174</u>	<u>\$ 346,005</u>	<u>\$ 181,831</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - TRANSPORTATION DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 645,690	\$ 645,690	\$ 775,443	\$ 129,753
Interest on investments	51,196	51,196	17,748	(33,448)
Miscellaneous	251,089	251,089	5,697	(245,392)
Total Revenues	<u>947,975</u>	<u>947,975</u>	<u>798,888</u>	<u>(149,087)</u>
EXPENDITURES				
Transportation systems	1,107,949	1,049,754	779,951	269,803
Capital outlay	473,846	2,773,430	298,871	2,474,559
Total Expenditures	<u>1,581,795</u>	<u>3,823,184</u>	<u>1,078,822</u>	<u>2,744,362</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>(633,820)</u>	<u>(2,875,209)</u>	<u>(279,934)</u>	<u>2,595,275</u>
NET CHANGE IN FUND BALANCES	<u>(633,820)</u>	<u>(2,875,209)</u>	<u>(279,934)</u>	<u>2,595,275</u>
FUND BALANCES, JULY 1	<u>2,005,292</u>	<u>2,005,292</u>	<u>2,005,292</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 1,371,472</u>	<u>\$ (869,917)</u>	<u>\$ 1,725,358</u>	<u>\$ 2,595,275</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - MAINTENANCE ASSESSMENT DISTRICTS
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Charges for services	\$ 935,925	\$ 935,925	\$ 1,235,079	\$ 299,154
Interest on investments	187,170	187,170	49,336	(137,834)
Special assessments	6,210,768	6,210,768	6,312,705	101,937
Miscellaneous	13,410	13,410	(375,687)	(389,097)
Total Revenues	<u>7,347,273</u>	<u>7,347,273</u>	<u>7,221,433</u>	<u>(125,840)</u>
EXPENDITURES				
Public safety	391,908	391,908	266,598	125,310
Transportation systems	274,306	274,306	132,469	141,837
Community development	661,695	636,794	423,014	213,780
Culture, leisure and libraries	8,504,171	8,530,120	7,357,696	1,172,424
Capital outlay	465,000	1,690,280	276,380	1,413,900
Total Expenditures	<u>10,297,080</u>	<u>11,523,408</u>	<u>8,456,157</u>	<u>3,067,251</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(2,949,807)</u>	<u>(4,176,135)</u>	<u>(1,234,724)</u>	<u>2,941,411</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	248,267	248,267	142,454	(105,813)
Transfer out	(15,181)	(15,181)	(19,512)	(4,331)
Total Other Financing Sources (Uses)	<u>233,086</u>	<u>233,086</u>	<u>122,942</u>	<u>(110,144)</u>
NET CHANGE IN FUND BALANCES	<u>(2,716,721)</u>	<u>(3,943,049)</u>	<u>(1,111,782)</u>	<u>2,831,267</u>
FUND BALANCES, JULY 1	<u>11,992,006</u>	<u>11,992,006</u>	<u>11,992,006</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 9,275,285</u>	<u>\$ 8,048,957</u>	<u>\$ 10,880,224</u>	<u>\$ 2,831,267</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

INTERNAL SERVICE FUNDS

Internal Service Funds

Internal Service Funds are established to account for goods and services provided by one City department to other City departments or related entities, generally on a cost-recovery basis.

Public Liability and Property Damage Fund - This fund is used to account for the City's self-insurance program of providing public liability and property damage insurance coverage and claims adjustment services to the City's operating funds.

Workers' Compensation Fund - This fund is used to account for the City's self-insurance program for workers' compensation claims.

Utility Customer Services Fund - This fund is used to account for the costs associated with administering the operation of the Customer Services Division and to distribute these costs to the various City utilities such as water, sewer, and refuse.

Information Services Fund - This fund is used to account for the costs associated with the City's information technology and financial systems and to distribute these costs to the departments using the systems on a pro-rata basis. Included are costs for hardware and software maintenance, cloud computing and computer operation costs, and some centralized supplies.

Facilities Maintenance Fund - This fund is used to account for the operation and maintenance of City facilities, properties, and related capital projects.

Equipment Maintenance Fund - This fund is used to account for automotive fleet maintenance and services provided to City departments.

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
JUNE 30, 2022

	PUBLIC LIABILITY/ PROPERTY DAMAGE	WORKERS' COMPENSATION	UTILITY CUSTOMER SERVICE	INFORMATION SERVICES
ASSETS				
Current Assets				
Cash and investments	\$ 4,016,479	\$ 13,355,677	\$ 1,123,574	\$ 2,138,648
Accounts and other receivables (net of allowance for doubtful accounts)	-	-	-	-
Total Current Assets	4,016,479	13,355,677	1,123,574	2,138,648
Noncurrent Assets				
Advances to other funds	-	777,488	-	-
Total Noncurrent Assets	-	777,488	-	-
CAPITAL ASSETS				
Buildings and improvements	-	-	-	-
Machinery, equipment, and vehicles	62,621	-	-	2,088,838
Construction in progress	-	-	-	156,292
Total Capital Assets	62,621	-	-	2,245,130
Less: Accumulated depreciation	62,105	-	-	1,765,934
Net Total Capital Assets (net of accumulated depreciation)	516	-	-	479,196
Total Assets	4,016,995	14,133,165	1,123,574	2,617,844
DEFERRED OUTFLOW OF RESOURCES				
Deferred outflow on pension plans	75,240	169,570	208,714	529,362
Deferred outflow on other post-employment benefit plans (OPEB)	-	34,667	118,509	254,712
Total Deferred Outflow of Resources	75,240	204,237	327,223	784,074
LIABILITIES				
Current Liabilities				
Accounts payable	44,083	298,762	62,985	572,366
Other liabilities	14,395	16,141	55,877	133,570
Compensated absences payable - current	-	16,018	65,936	146,804
Self-insurance claims - due within one year	2,208,342	6,222,498	-	-
Total Current Liabilities	2,266,820	6,553,419	184,798	852,740
Noncurrent Liabilities				
Compensated absences payable	-	8,550	35,197	78,364
Other post-employment benefits payable	-	158,633	265,868	1,209,749
Net pension liabilities	44,369	634,166	608,499	1,276,853
Self-insurance claims	4,310,026	23,361,101	-	-
Total Noncurrent Liabilities	4,354,395	24,162,450	909,564	2,564,966
Total Liabilities	6,621,215	30,715,869	1,094,362	3,417,706
DEFERRED INFLOW OF RESOURCES				
Deferred inflow on pension plans	86,700	150,233	432,912	1,781,211
Deferred inflow on other post-employment benefit plans (OPEB)	-	8,738	14,154	65,101
Total Deferred Inflow of Resources	86,700	158,971	447,066	1,846,312
NET POSITION				
Net investment in capital assets	516	-	-	479,196
Unrestricted	(2,616,196)	(16,537,438)	(90,631)	(2,341,296)
TOTAL NET POSITION	\$ (2,615,680)	\$ (16,537,438)	\$ (90,631)	\$ (1,862,100)

FACILITIES MAINTENANCE	EQUIPMENT MAINTENANCE	TOTAL	
			ASSETS
			Current Assets
\$ 1,922,508	\$ 1,562,428	\$ 24,119,314	Cash and investments
			Accounts and other receivables (net of allowance for doubtful accounts)
1,937	160	2,097	Total Current Assets
1,924,445	1,562,588	24,121,411	Noncurrent Assets
			Advances to other funds
-	-	777,488	Total Noncurrent Assets
-	-	777,488	CAPITAL ASSETS
			Buildings and improvements
196,868	238,542	435,410	Machinery, equipment, and vehicles
440,545	4,631,913	7,223,917	Construction in progress
-	-	156,292	Total Capital Assets
637,413	4,870,455	7,815,619	Less: Accumulated depreciation
471,681	4,165,883	6,465,603	Net Total Capital Assets (net of accumulated depreciation)
165,732	704,572	1,350,016	Total Assets
2,090,177	2,267,160	26,248,915	
			DEFERRED OUTFLOW OF RESOURCES
909,531	1,196,540	3,088,957	Deferred outflow on pension plans
406,412	385,264	1,199,564	Deferred outflow on other post-employment benefit plans (OPEB)
1,315,943	1,581,804	4,288,521	Total Deferred Outflow of Resources
			LIABILITIES
			Current Liabilities
227,861	800,654	2,006,711	Accounts payable
146,741	86,588	453,312	Other liabilities
153,557	78,667	460,982	Compensated absences payable - current
-	-	8,430,840	Self-insurance claims - due within one year
528,159	965,909	11,351,845	Total Current Liabilities
			Noncurrent Liabilities
81,968	41,992	246,071	Compensated absences payable
1,553,390	1,496,988	4,684,628	Other post-employment benefits payable
3,120,120	5,770,059	11,454,066	Net pension liabilities
-	-	27,671,127	Self-insurance claims
4,755,478	7,309,039	44,055,892	Total Noncurrent Liabilities
5,283,637	8,274,948	55,407,737	Total Liabilities
			DEFERRED INFLOW OF RESOURCES
1,456,191	951,413	4,858,660	Deferred inflow on pension plans
84,927	83,190	256,110	Deferred inflow on other post-employment benefit plans (OPEB)
1,541,118	1,034,603	5,114,770	Total Deferred Inflow of Resources
			NET POSITION
165,732	704,572	1,350,016	Net investment in capital assets
(3,584,367)	(6,165,159)	(31,335,087)	Unrestricted
\$ (3,418,635)	\$ (5,460,587)	\$ (29,985,071)	TOTAL NET POSITION

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	PUBLIC LIABILITY/ PROPERTY DAMAGE	WORKERS' COMPENSATION	UTILITY CUSTOMER SERVICE	INFORMATION SERVICES
OPERATING REVENUES				
Charges for services	\$ 4,949,127	\$ 9,794,209	\$ 2,532,099	\$ 8,173,341
Miscellaneous	98,030	-	-	-
Total Operating Income	<u>5,047,157</u>	<u>9,794,209</u>	<u>2,532,099</u>	<u>8,173,341</u>
OPERATING EXPENSES				
Salaries and wages	404,680	213,619	1,080,383	3,030,626
Contractual services	948,257	892,181	77,415	1,935,109
Operating supplies	-	-	-	2,587
Utilities	-	770	20,092	527,440
Depreciation	992	-	-	174,174
General and administrative	2,068,504	718,237	922,586	1,345,470
Repairs and maintenance	-	-	38,433	646
Claims expense	2,367,274	5,633,648	-	-
Total Operating Expenses	<u>5,789,707</u>	<u>7,458,455</u>	<u>2,138,909</u>	<u>7,016,052</u>
OPERATING INCOME (LOSS)	<u>(742,550)</u>	<u>2,335,754</u>	<u>393,190</u>	<u>1,157,289</u>
NONOPERATING REVENUES (EXPENSES)				
Gain (loss) on disposal of assets	-	-	-	-
Total Nonoperating Revenues (Expenses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	<u>(742,550)</u>	<u>2,335,754</u>	<u>393,190</u>	<u>1,157,289</u>
TRANSFERS OUT	<u>-</u>	<u>-</u>	<u>(29,917)</u>	<u>(179,726)</u>
CHANGES IN NET POSITION	<u>(742,550)</u>	<u>2,335,754</u>	<u>363,273</u>	<u>977,563</u>
NET POSITION - JULY 1	<u>(1,873,130)</u>	<u>(18,873,192)</u>	<u>(453,904)</u>	<u>(2,839,663)</u>
NET POSITION - JUNE 30	<u>\$ (2,615,680)</u>	<u>\$ (16,537,438)</u>	<u>\$ (90,631)</u>	<u>\$ (1,862,100)</u>

FACILITIES MAINTENANCE	EQUIPMENT MAINTENANCE	TOTAL
\$ 5,577,705	\$ 8,300,850	\$ 39,327,331
34,069	23,719	155,818
5,611,774	8,324,569	39,483,149
2,823,052	1,614,506	9,166,866
353,031	306,704	4,512,697
348,954	4,389,736	4,741,277
819,134	16,345	1,383,781
7,508	196,970	379,644
563,904	746,405	6,365,106
71,095	945,351	1,055,525
-	-	8,000,922
4,986,678	8,216,017	35,605,818
625,096	108,552	3,877,331
(7,078)	(15,234)	(22,312)
(7,078)	(15,234)	(22,312)
618,018	93,318	3,855,019
-	-	(209,643)
618,018	93,318	3,645,376
(4,036,653)	(5,553,905)	(33,630,447)
\$ (3,418,635)	\$ (5,460,587)	\$ (29,985,071)

OPERATING REVENUES

Charges for services

Miscellaneous

Total Operating Income

OPERATING EXPENSES

Salaries and wages

Contractual services

Operating supplies

Utilities

Depreciation

General and administrative

Repairs and maintenance

Claims expense

Total Operating Expenses

OPERATING INCOME (LOSS)

NONOPERATING REVENUES (EXPENSES)

Gain (loss) on disposal of assets

Total Nonoperating Revenues (Expenses)

INCOME (LOSS) BEFORE CONTRIBUTIONS

AND TRANSFERS

TRANSFERS OUT

CHANGES IN NET POSITION

NET POSITION - JULY 1

NET POSITION - JUNE 30

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	PUBLIC LIABILITY/ PROPERTY DAMAGE	WORKERS' COMPENSATION	UTILITY CUSTOMER SERVICE	INFORMATION SERVICES
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 5,048,905	\$ 9,794,209	\$ 2,532,099	\$ 8,173,341
Payments to suppliers	(3,012,964)	(1,518,673)	(1,038,192)	(3,207,917)
Payments to employees	(451,120)	(242,835)	(1,206,566)	(3,628,398)
Cash paid to claimants	(2,193,711)	(4,969,820)	-	-
Net Cash Provided By (Used In) Operating Activities	<u>(608,890)</u>	<u>3,062,881</u>	<u>287,341</u>	<u>1,337,026</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Collection/(issuance) of advances	-	50,613	-	-
Transfers out	-	-	(29,917)	(179,726)
Net Cash Provided By (Used In) Capital Financing Activities	<u>-</u>	<u>50,613</u>	<u>(29,917)</u>	<u>(179,726)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
(Purchases)/disposals of capital assets	-	-	-	(6,095)
Net Cash Provided By (Used In) Capital Financing Activities	<u>-</u>	<u>-</u>	<u>-</u>	<u>(6,095)</u>
NET INCREASE (DECREASE) IN CASH AND INVESTMENTS	(608,890)	3,113,494	257,424	1,151,205
CASH AND INVESTMENTS - JULY 1	<u>4,625,369</u>	<u>10,242,183</u>	<u>866,150</u>	<u>987,443</u>
CASH AND INVESTMENTS - JUNE 30	<u>\$ 4,016,479</u>	<u>\$ 13,355,677</u>	<u>\$ 1,123,574</u>	<u>\$ 2,138,648</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES				
Operating income (loss)	\$ (742,550)	\$ 2,335,754	\$ 393,190	\$ 1,157,289
Adjustments to Reconcile Operating Income (Loss) to Net Cash				
Provided by (Used In) Operating Activities				
Depreciation and amortization	992	-	-	174,174
Changes in Operating Assets and Liabilities				
(Increase) decrease in accounts receivable and due from other funds and governments	1,748	-	-	-
(Increase) decrease in other assets	-	-	-	120,375
Increase (decrease) in accounts payable and other liabilities	2,022	93,528	15,551	427,695
Increase (decrease) in compensated absences	-	(1,808)	(12,385)	(105,962)
Increase (decrease) in other post-employment benefits payable	-	14,096	51,688	103,376
Increase (decrease) in net pension liabilities	(44,665)	(42,517)	(160,703)	(539,921)
Increase (decrease) in self-insurance liability	173,563	663,828	-	-
Net Cash Provided By (Used In) Operating Activities	<u>\$ (608,890)</u>	<u>\$ 3,062,881</u>	<u>\$ 287,341</u>	<u>\$ 1,337,026</u>

FACILITIES MAINTENANCE	EQUIPMENT MAINTENANCE	TOTAL
\$ 5,621,011	\$ 8,330,003	\$ 39,499,568
(2,048,426)	(6,188,308)	(17,014,480)
(3,154,929)	(1,866,471)	(10,550,319)
-	1	(7,163,530)
<u>417,656</u>	<u>275,225</u>	<u>4,771,239</u>
-	-	50,613
-	-	(209,643)
-	-	(159,030)
(1)	-	(6,096)
(1)	-	(6,096)
417,655	275,225	4,606,113
1,504,853	1,287,203	19,513,201
<u>\$ 1,922,508</u>	<u>\$ 1,562,428</u>	<u>\$ 24,119,314</u>

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers
Payments to suppliers
Payments to employees
Cash paid to claimants

Net Cash Provided By (Used In) Operating Activities

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Collection/(issuance) of advances
Transfers out

Net Cash Provided By (Used In) Capital Financing Activities

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

(Purchases)/disposals of capital assets

Net Cash Provided By (Used In) Capital Financing Activities

NET INCREASE (DECREASE) IN CASH AND INVESTMENTS

CASH AND INVESTMENTS - JULY 1

CASH AND INVESTMENTS - JUNE 30

RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES

Operating income (loss)
Adjustments to Reconcile Operating Income (Loss) to Net Cash
 Provided by (Used In) Operating Activities
Depreciation and amortization
Changes in Operating Assets and Liabilities
 (Increase) decrease in accounts receivable and due from other funds
 and governments
 (Increase) decrease in other assets
Increase (decrease) in accounts payable and other liabilities
Increase (decrease) in compensated absences
Increase (decrease) in other post-employment benefits payable
Increase (decrease) in net pension liabilities
Increase (decrease) in self-insurance liability

Net Cash Provided By (Used In) Operating Activities

\$ 625,096	\$ 108,552	\$ 3,877,331
7,508	196,970	379,644
9,237	5,434	16,419
-	-	120,375
82,399	186,534	807,729
(28,063)	(81,620)	(229,838)
169,160	159,763	498,083
(447,681)	(300,409)	(1,535,896)
-	1	837,392
<u>\$ 417,656</u>	<u>\$ 275,225</u>	<u>\$ 4,771,239</u>

THIS PAGE LEFT INTENTIONALLY BLANK

FIDUCIARY FUNDS

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF FIDUCIARY NET POSITION -
CUSTODIAL FUNDS
JUNE 30, 2022

	DISTRICTS FUND	OXNARD PD PROPERTY ROOM FUND	OXNARD DOWNTOWN MANAGEMENT DISTRICT FUND	RIVERPARK JPA FUND	TOTAL CUSTODIAL FUNDS
ASSETS					
Cash and investments	\$ 5,003,993	\$ 349,006	\$ 115,836	\$ 1,079,516	\$ 6,548,351
Investment with Fiscal Agents					
Certificates of deposit	2,662,984	-	-	-	2,662,984
Total investment with fiscal agents	2,662,984	-	-	-	2,662,984
Due from other governments	98,822	-	13,467	-	112,289
Total Assets	<u>7,765,799</u>	<u>349,006</u>	<u>129,303</u>	<u>1,079,516</u>	<u>9,323,624</u>
LIABILITIES					
Accounts payable	\$ -	\$ 69,319	\$ -	\$ 78,917	\$ 148,236
Retainage payable	-	-	-	4,154	4,154
TOTAL LIABILITIES	<u>-</u>	<u>69,319</u>	<u>-</u>	<u>83,071</u>	<u>152,390</u>
NET POSITION					
Restricted for:					
Individuals, organizations, and other governments	7,765,799	279,687	129,303	996,445	9,171,234
TOTAL NET POSITION	<u>\$ 7,765,799</u>	<u>\$ 279,687</u>	<u>\$ 129,303</u>	<u>\$ 996,445</u>	<u>\$ 9,171,234</u>

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION -
CUSTODIAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	IMPROVEMENT DISTRICTS FUND	OXNARD PD PROPERTY ROOM FUND	OXNARD DOWNTOWN MANAGEMENT DISTRICT FUND	RIVERPARK JPA FUND	TOTAL CUSTODIAL FUNDS
ADDITIONS					
Taxes	\$ 696,855	\$ -	\$ -	\$ -	\$ 696,855
Special Assessments	3,512,925	-	365,134	-	3,878,059
Investment income	(7,650)	-	(6,789)	(46,141)	(60,580)
Miscellaneous income	-	2,045	-	-	2,045
Total Additions	<u>4,202,130</u>	<u>2,045</u>	<u>358,345</u>	<u>(46,141)</u>	<u>4,516,379</u>
DEDUCTIONS					
Administrative Costs					
Administrative costs	42,570	-	957	-	43,527
Professional services	17,709	-	-	-	17,709
Project improvements	-	-	-	83,070	83,070
Distributions to individuals, organizations, and bond trustees	5,753,911	-	349,847	-	6,103,758
Total Deductions	<u>5,814,190</u>	<u>-</u>	<u>350,804</u>	<u>83,070</u>	<u>6,248,064</u>
CHANGE IN NET POSITION	<u>(1,612,060)</u>	<u>2,045</u>	<u>7,541</u>	<u>(129,211)</u>	<u>(1,731,685)</u>
NET POSITION - JULY 1,	<u>9,377,859</u>	<u>277,642</u>	<u>121,762</u>	<u>1,125,656</u>	<u>10,902,919</u>
NET POSITION - JUNE 30, 2022	<u>\$ 7,765,799</u>	<u>\$ 279,687</u>	<u>\$ 129,303</u>	<u>\$ 996,445</u>	<u>\$ 9,171,234</u>

STATISTICAL SECTION



Statistical Section (Unaudited)

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Schedule I	Net Position by Component
Schedule II	Changes in Net Position
Schedule III	Fund Balances of Governmental Funds
Schedule IV	Changes in Fund Balances of Government Funds
Schedule V	Government Activities Tax Revenue by Source

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Schedule VI	Assessed Value and Estimated Value of Taxable Property
Schedule VII	Direct and Overlapping Property Tax Rates
Schedule VIII	Principal Property Taxpayers
Schedule IX	Property Tax Levies and Collections

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Schedule X	Ratios of Outstanding Debt by Type
Schedule XI	Direct and Overlapping Government Activities Debt
Schedule XII	Legal Debt Margin Information
Schedule XIII	Pledged Revenue Coverage

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Schedule XIV	Demographic and Economic Statistics
Schedule XV	Principal Employers

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Schedule XVI	Operating Indicators by Function
Schedule XVII	Capital Assets by Function
Schedule XVIII	Full-time Equivalent City Government Employees by Function

City of Oxnard, California

SCHEDULE I Net Position by Component Last Ten Fiscal Years (accrual basis of accounting)

	Fiscal Year				
	2013	2014	2015	2016	2017
Governmental activities					
Net investment in capital assets	\$ 1,407,060,810	\$ 1,400,890,107	\$ 1,455,133,818	\$ 1,422,282,798	\$ 2,001,415,357
Restricted	28,720,391	45,801,395	112,198,502	112,286,017	130,642,696
Unrestricted	22,539,194	8,226,160	(220,258,407)	(197,252,502)	(185,857,985)
Total governmental activities net assets	<u>\$ 1,458,320,395</u>	<u>\$ 1,454,917,662</u>	<u>\$ 1,347,073,913</u>	<u>\$ 1,337,316,313</u>	<u>\$ 1,946,200,068</u>
Business-type activities					
Net investment in capital assets	\$ 285,475,430	\$ 287,649,591	\$ 225,738,617	\$ 223,977,717	\$ 228,709,541
Restricted	16,577,898	17,096,075	15,400,679	38,064,498	41,732,645
Unrestricted	34,418,934	44,328,734	28,909,066	3,139,325	7,938,770
Total business-type activities net assets	<u>\$ 336,472,262</u>	<u>\$ 349,074,400</u>	<u>\$ 270,048,362</u>	<u>\$ 265,181,540</u>	<u>\$ 278,380,956</u>
Primary government					
Net investment in capital assets	\$ 1,692,536,240	\$ 1,688,539,698	\$ 1,680,872,435	\$ 1,646,260,515	\$ 2,230,124,898
Restricted	45,298,289	62,897,470	127,599,181	150,350,515	172,375,341
Unrestricted	56,958,128	52,554,894	(191,349,341)	(194,113,177)	(177,919,215)
Total primary government net assets	<u>\$ 1,794,792,657</u>	<u>\$ 1,803,992,062</u>	<u>\$ 1,617,122,275</u>	<u>\$ 1,602,497,853</u>	<u>\$ 2,224,581,024</u>

City of Oxnard, California

SCHEDULE I (Continued) Net Position by Component Last Ten Fiscal Years (accrual basis of accounting)

		Fiscal Year			
2018	2019	2020	2021	2022	
					Governmental activities
\$ 1,994,002,850	\$ 1,993,824,011	\$ 1,993,055,539	\$ 1,945,377,175	\$ 1,901,675,190	Net investment in capital assets
134,054,312	94,429,644	105,403,013	111,307,894	108,729,988	Restricted
(234,226,319)	(203,632,014)	(227,238,168)	(255,508,666)	(143,587,887)	Unrestricted
<u>\$ 1,893,830,843</u>	<u>\$ 1,884,621,641</u>	<u>\$ 1,871,220,384</u>	<u>\$ 1,801,176,403</u>	<u>\$ 1,866,817,291</u>	Total governmental activities net assets
					Business-type activities
\$ 224,139,834	\$ 224,259,193	\$ 232,190,732	\$ 259,185,934	\$ 302,265,460	Net investment in capital assets
48,789,711	54,283,623	51,610,199	49,217,330	44,238,652	Restricted
20,863,126	43,176,882	57,516,060	134,183,679	95,558,083	Unrestricted
<u>\$ 293,792,671</u>	<u>\$ 321,719,698</u>	<u>\$ 341,316,991</u>	<u>\$ 442,586,943</u>	<u>\$ 442,062,195</u>	Total business-type activities net assets
					Primary government
\$ 2,218,142,684	\$ 2,218,083,204	\$ 2,225,246,271	\$ 2,204,563,109	\$ 2,203,940,650	Net investment in capital assets
182,844,023	148,713,267	157,013,212	160,525,224	152,968,640	Restricted
(213,363,193)	(160,455,132)	(169,722,108)	(121,324,987)	(48,029,804)	Unrestricted
<u>\$ 2,187,623,514</u>	<u>\$ 2,206,341,339</u>	<u>\$ 2,212,537,375</u>	<u>\$ 2,243,763,346</u>	<u>\$ 2,308,879,486</u>	Total primary government net assets

City of Oxnard, California

SCHEDULE II Changes in Net Position Last Ten Fiscal Years (accrual basis of accounting)

	Fiscal Year				
	2013	2014	2015	2016	2017
Expenses					
Governmental activities:					
General government	\$ 18,129,124	\$ 17,851,478	\$ 12,223,337	\$ 8,354,282	\$ 30,057,710
Public safety	103,079,427	105,886,922	97,913,468	90,250,713	95,103,088
Transportation	10,331,822	10,151,437	23,333,586	29,435,256	8,753,004
Community development	21,162,624	16,445,165	13,137,896	12,634,325	12,476,593
Culture, leisure and libraries	24,251,194	24,990,947	32,635,299	32,157,517	30,258,609
Interest on long-term debt	2,973,016	2,792,053	4,517,686	4,920,717	4,755,955
Total governmental activities expenses	179,927,207	178,118,002	183,761,272	177,752,810	181,404,959
Business-type activities:					
Water	\$ 44,762,850	\$ 44,839,558	\$ 55,799,990	\$ 56,786,402	\$ 57,904,193
Wastewater	34,396,819	34,959,148	37,993,468	34,807,726	32,926,365
Environmental resource	40,601,250	39,083,017	37,802,942	37,644,732	42,534,157
Performing arts and convention center*	1,534,353	1,543,601	-	-	-
Oxnard housing authority	25,397,453	25,617,591	23,584,181	23,441,364	26,060,498
Municipal golf course*	6,150,325	6,399,227	-	-	-
Total business-type activities expenses	152,843,050	152,442,142	155,180,581	152,680,224	159,425,213
Total primary government expenses	\$ 332,770,257	\$ 330,560,144	\$ 338,941,853	\$ 330,433,034	\$ 340,830,172
Program Revenues					
Governmental activities:					
Charges for services:					
General government	\$ 8,408,578	\$ 8,808,647	\$ 5,165,703	\$ 20,541,355	\$ 20,460,685
Public safety	4,460,425	4,878,804	4,904,728	8,015,887	6,528,319
Transportation	3,152,660	3,345,515	2,630,954	5,930,798	3,072,659
Community development	4,316,880	7,767,004	16,542,075	10,212,020	13,353,523
Culture, leisure and libraries	5,095,031	5,334,160	8,453,994	4,297,074	10,903,104
Operating grants and contributions	27,406,424	32,350,516	29,420,545	9,526,620	16,948,122
Capital grants and contributions	8,313,758	7,486,869	12,300,850	9,925,337	3,276,277
Total governmental activities program revenues	\$ 61,153,756	\$ 69,971,515	\$ 79,418,849	\$ 68,449,091	\$ 74,542,689

* Activities from the performing arts and convention center and the municipal golf course were reclassified from business-type activities to governmental (culture, leisure, and libraries) in fiscal year 2015. In 2021 the municipal golf course was transferred back to a business-type activity.

City of Oxnard, California

SCHEDULE II (Continued) Changes in Net Position Last Ten Fiscal Years (accrual basis of accounting)

		Fiscal Year			
2018	2019	2020	2021	2022	
Expenses					
Governmental activities:					
\$ 56,051,634	\$ 47,292,219	\$ 49,736,893	\$ 51,432,611	\$ 46,053,309	General government
114,056,089	110,217,029	114,506,731	120,565,552	113,731,717	Public safety
13,352,627	11,366,628	11,604,027	11,426,788	13,087,346	Transportation
17,439,549	21,205,257	19,160,074	22,205,817	21,689,712	Community development
34,039,463	37,043,785	35,010,443	31,219,370	37,402,631	Culture, leisure and libraries
9,745,886	4,451,689	3,811,560	3,850,416	3,721,942	Interest on long-term debt
244,685,248	231,576,607	233,829,728	240,700,554	235,686,657	Total governmental activities expenses
Business-type activities:					
\$ 57,617,733	\$ 55,883,239	\$ 56,202,066	\$ 57,774,449	\$ 66,845,048	Water
33,512,156	31,783,839	34,668,068	34,083,527	35,836,577	Wastewater
45,633,543	46,314,446	50,550,599	50,609,180	46,956,163	Environmental resource
-	-	-	-	-	Performing arts and convention center*
27,888,924	27,634,063	29,914,394	30,782,861	28,211,702	Oxnard housing authority
-	-	-	4,741,945	5,334,578	Municipal golf course*
164,652,356	161,615,587	171,335,127	177,991,962	183,184,068	Total business-type activities expenses
\$ 409,337,604	\$ 393,192,194	\$ 405,164,855	\$ 418,692,516	\$ 418,870,725	Total primary government expenses
Program Revenues					
Governmental activities:					
Charges for services:					
\$ 13,020,442	\$ 18,177,999	\$ 15,639,751	\$ 16,591,018	\$ 816,910	General government
7,913,075	8,637,284	5,147,924	4,984,405	6,752,504	Public safety
1,883,525	2,008,345	2,697,018	5,023,139	3,084,378	Transportation
7,583,696	12,898,111	15,054,972	17,167,989	11,617,112	Community development
12,448,275	13,953,808	14,420,117	8,803,499	8,743,383	Culture, leisure and libraries
16,938,767	14,689,127	16,059,481	27,187,140	46,713,741	Operating grants and contributions
3,501,368	9,838,626	9,252,544	7,551,745	8,415,870	Capital grants and contributions
\$ 63,289,148	\$ 80,203,300	\$ 78,271,807	\$ 87,308,935	\$ 86,143,898	Total governmental activities program revenues

* Activities from the performing arts and convention center and the municipal golf course were reclassified from business-type activities to governmental (culture, leisure, and libraries) in fiscal year 2015. In 2021 the municipal golf course was transferred back to a business-type activity.

City of Oxnard, California

SCHEDULE II (Continued) Changes in Net Position Last Ten Fiscal Years (accrual basis of accounting)

	2013	2014	Fiscal Year 2015	2016	2017
Business-type activities:					
Charges for services:					
Water	\$ 51,056,102	\$ 52,742,289	\$ 48,048,380	\$ 47,502,553	\$ 50,364,868
Wastewater	30,998,260	31,335,380	32,074,140	30,622,683	39,565,773
Environmental resources	42,535,271	44,392,421	43,394,227	41,498,072	48,039,047
Performing arts and convention center	483,778	666,820	-	-	-
Oxnard Housing Authority	5,173,132	26,158,985	-	6,569,503	5,267,343
Municipal golf course	4,157,668	4,471,706	5,168,698	-	-
Operating grants and contributions	18,595,158	53,734	17,853,909	19,655,951	21,177,738
Capital grants and contributions	966,935	671,012	919,149	946,347	963,291
Total business-like activities program revenues	153,966,304	160,492,347	147,458,503	146,795,109	165,378,060
Total primary government program revenues	<u>\$ 215,120,060</u>	<u>\$ 230,463,862</u>	<u>\$ 226,877,352</u>	<u>\$ 215,244,200</u>	<u>\$ 239,920,749</u>
Net (expense) revenue					
Governmental activities	(118,773,451)	(108,146,487)	(104,342,423)	(109,503,819)	(106,862,270)
Business-like activities	1,123,254	8,050,205	(7,722,078)	(5,885,115)	5,952,847
Total primary government net expense	<u>\$ (117,650,197)</u>	<u>\$ (100,096,282)</u>	<u>\$ (112,064,501)</u>	<u>\$ (115,388,934)</u>	<u>\$ (100,909,423)</u>
General Revenues and Other Changes in Net Assets					
Governmental activities:					
Taxes					
Property taxes	\$ 55,148,254	\$ 54,783,756	\$ 58,633,590	\$ 61,571,660	\$ 60,802,119
Sales taxes	35,156,013	38,330,268	40,624,737	43,163,411	44,092,707
Transient occupancy taxes	3,826,954	4,239,111	4,649,292	5,044,231	5,174,427
Franchise taxes	3,842,351	3,775,233	4,093,435	3,854,116	3,703,971
Deed transfer taxes	628,780	519,093	758,502	690,805	729,609
Business license taxes	4,562,692	5,125,801	5,104,859	5,422,499	5,348,086
Penalties on delinquent taxes	121,064	157,998	141,127	225,990	228,899
Investment earnings	(21,216)	1,165,783	807,618	752,064	1,989,004
Sale of capital assets	119,184	114,348	-	-	-
Special Items	-	-	-	-	-
Transfers	(2,166,145)	(2,207,463)	6,439,487	62,396	442,852
Extraordinary loss	-	-	-	-	-
Contributions to other government	-	-	-	-	-
Total governmental activities	<u>101,217,931</u>	<u>106,003,928</u>	<u>121,252,647</u>	<u>120,787,172</u>	<u>122,511,674</u>
Business-type activities:					
Investment earnings	2,445,183	2,997,078	2,735,395	2,482,980	2,440,982
Sale of capital assets	-	-	-	-	-
Contributions from/(to) other government	-	-	-	-	-
Transfers	2,166,145	2,207,463	(6,439,487)	(62,396)	(442,852)
Total business-type activities	<u>4,611,328</u>	<u>5,204,541</u>	<u>(3,704,092)</u>	<u>2,420,584</u>	<u>1,998,130</u>
Total primary program	<u>\$ 105,829,259</u>	<u>\$ 111,208,469</u>	<u>\$ 117,548,555</u>	<u>\$ 123,207,756</u>	<u>\$ 124,509,804</u>
Change in Net Assets					
Governmental activities	(17,555,520)	(2,142,559)	16,910,224	11,283,353	28,544,712
Business-type activities	5,734,582	13,254,746	(11,426,170)	(3,464,531)	8,891,341
Total primary government	<u>\$ (11,820,938)</u>	<u>\$ 11,112,187</u>	<u>\$ 5,484,054</u>	<u>\$ 7,818,822</u>	<u>\$ 37,436,053</u>

City of Oxnard, California

SCHEDULE II (Continued) Changes in Net Position Last Ten Fiscal Years (accrual basis of accounting)

		Fiscal Year			
2018	2019	2020	2021	2022	
					Business-type activities:
					Charges for services:
\$ 62,447,893	\$ 59,825,449	\$ 59,884,394	\$ 62,227,968	\$ 57,211,384	Water
41,076,417	45,098,831	45,109,125	48,021,835	43,448,032	Wastewater
48,910,217	47,534,591	48,694,690	46,757,277	43,365,998	Environmental resources
-	-	-	-	-	Performing arts and convention center
5,968,193	5,976,701	4,740,597	6,184,299	5,323,254	Oxnard Housing Authority
-	-	-	5,758,442	6,398,280	Municipal golf course
21,635,711	21,866,012	24,388,234	26,016,248	24,640,627	Operating grants and contributions
1,349,188	-	-	-	1,719,118	Capital grants and contributions
181,387,619	180,301,584	182,817,040	194,966,069	182,106,693	Total business-like activities program revenues
\$ 244,676,767	\$ 260,504,884	\$ 261,088,847	\$ 282,275,004	\$ 268,250,591	Total primary government program revenues
					Net (expense) revenue
(181,396,100)	(151,373,307)	(155,557,921)	(153,391,619)	(149,542,759)	Governmental activities
16,735,263	18,685,997	11,481,913	16,974,107	(1,077,375)	Business-like activities
\$ (164,660,837)	\$ (132,687,310)	\$ (144,076,008)	\$ (136,417,512)	\$ (150,620,134)	Total primary government net expense
					General Revenues and Other Changes in Net Assets
					Governmental activities:
					Taxes
\$ 67,165,834	\$ 70,227,546	\$ 72,208,270	\$ 81,447,932	\$ 78,630,717	Property taxes
43,418,876	48,518,650	46,320,415	67,923,383	118,083,508	Sales taxes
5,749,572	5,557,470	4,302,491	4,267,463	5,117,229	Transient occupancy taxes
3,925,374	3,887,252	3,972,958	4,287,254	4,557,215	Franchise taxes
818,322	692,685	673,842	910,934	978,170	Deed transfer taxes
5,570,488	6,167,475	6,087,060	5,964,716	6,537,611	Business license taxes
313,847	361,488	406,774	201,657	92,544	Penalties on delinquent taxes
1,404,527	5,771,878	3,049,270	968,386	1,055,755	Investment earnings
-	(69,964)	-	-	-	Sale of capital assets
10,657,104	-	1,514,213	-	-	Special Items
200,818	243,045	107,452	(82,415,174)	130,897	Transfers
-	-	-	-	-	Extraordinary loss
(1,940,127)	789,392	-	-	-	Contributions to other government
137,284,635	142,146,917	138,642,745	83,556,551	215,183,646	Total governmental activities
					Business-type activities:
1,839,114	7,612,740	3,463,839	834,362	683,524	Investment earnings
-	(417,291)	-	-	-	Sale of capital assets
1,940,127	(221,058)	1,147,938	1,046,309	-	Contributions from/(to) other government
(200,818)	(243,045)	(107,452)	82,415,174	(130,897)	Transfers
3,578,423	6,731,346	4,504,325	84,295,845	552,627	Total business-type activities
\$ 140,863,058	\$ 148,878,263	\$ 143,147,070	\$ 167,852,396	\$ 215,736,273	Total primary program
					Change in Net Assets
(44,111,465)	(9,226,390)	(16,915,176)	(69,835,068)	65,640,887	Governmental activities
20,313,686	25,417,343	15,986,238	101,269,952	(524,748)	Business-type activities
\$ (23,797,779)	\$ 16,190,953	\$ (928,938)	\$ 31,434,884	\$ 65,116,139	Total primary government

City of Oxnard, California

SCHEDULE III Fund Balances of Governmental Funds Last Ten Fiscal Years (modified accrual basis of accounting)

	2013	2014	Fiscal Year 2015	2016	2017
General Fund					
Unreserved	\$ 4,714,203	\$ 4,620,492	\$ -	\$ -	\$ -
Nonspendable	1,482,872		-	-	-
Restricted	-	-	-	550,000	835,296
Committed	14,658,123	18,409,417	11,315,859	15,879,092	23,283,091
Unassigned	11,359,847	13,916,093	13,459,906	17,858,980	22,150,403
Total general fund	<u>\$ 32,215,045</u>	<u>\$ 36,946,002</u>	<u>\$ 24,775,765</u>	<u>\$ 34,288,072</u>	<u>\$ 46,268,790</u>
All other governmental funds					
Nonspendable	3,305,113	-	-	104,736	-
Restricted	27,237,519	49,083,954	74,810,464	69,258,707	80,403,821
Assigned	4,456,543	5,498,036	9,639,955	10,007,525	12,774,735
Unassigned	14,859,161	(2,062,158)	(1,493,635)	(290,834)	(762,744)
Total all other governmental funds	<u>\$ 49,858,336</u>	<u>\$ 52,519,832</u>	<u>\$ 82,956,784</u>	<u>\$ 79,080,134</u>	<u>\$ 92,415,812</u>

City of Oxnard, California

SCHEDULE III (Continued) Fund Balances of Governmental Funds Last Ten Fiscal Years (modified accrual basis of accounting)

		Fiscal Year			
2018	2019	2020	2021	2022	
\$ -	\$ -	\$ -	\$ -	\$ -	General Fund
-	-	-	-	3,589,072	Unreserved
10,558,537	10,527,983	-	-	-	Nonspendable
12,662,261	22,843,065	33,066,407	22,896,490	28,281,317	Restricted
17,241,635	8,863,430	5,274,097	(3,048,424)	26,125,370	Committed
\$ 40,462,433	\$ 42,234,478	\$ 38,340,504	\$ 19,848,066	\$ 57,995,759	Unassigned
					Total general fund
-	-	-	-	-	All other governmental funds
73,585,992	83,901,661	105,403,013	111,307,894	108,729,988	Nonspendable
17,563,011	13,794,611	1,720,384	1,608,910	22,010,958	Restricted
-	-	(380,746)	(146,682)	(163,391)	Committed
\$ 91,149,003	\$ 97,696,272	\$ 106,742,651	\$ 112,770,122	\$ 130,577,555	Unassigned
					Total all other governmental funds

City of Oxnard, California

SCHEDULE IV Changes in Fund Balances of Governmental Funds Last Ten Fiscal Years (modified accrual basis of accounting)

	Fiscal Year				
	2013	2014	2015	2016	2017
Revenues					
Taxes	\$ 103,286,108	\$ 106,888,431	\$ 113,864,415	\$ 119,746,722	\$ 119,850,919
Licenses and permits	2,702,302	3,628,916	3,092,838	3,402,217	4,222,838
Intergovernmental	38,740,617	40,960,669	41,721,395	21,455,873	20,224,399
Growth and development fees	1,828,294	3,512,534	3,442,898	4,452,750	7,100,771
Charges for services	9,175,312	9,617,645	11,144,204	25,471,392	23,969,821
Fines and forfeitures	977,098	699,521	765,857	1,413,718	2,537,822
Interest on investments	(21,216)	1,165,783	657,609	657,140	1,949,489
Special assessments	7,971,903	8,022,913	7,993,871	9,613,886	8,367,032
Rental income	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous	4,359,097	6,803,374	11,233,279	4,987,667	8,588,557
Total revenues	169,019,515	181,299,786	193,916,366	191,201,365	196,811,648
Expenditures					
General government	10,438,952	9,926,024	13,384,549	11,368,350	13,360,687
Public safety	91,190,673	93,875,139	95,777,400	93,676,090	94,676,659
Transportation	9,659,263	9,495,806	9,228,976	7,325,513	8,314,157
Community development	20,333,591	15,495,566	12,680,862	12,268,857	16,462,067
Culture, leisure and libraries	22,114,924	22,745,632	28,845,257	26,937,798	27,534,000
Capital outlay	33,897,212	13,983,543	13,835,114	20,898,762	8,737,398
Debt Service:					
Principal	3,451,261	3,764,935	6,884,661	6,641,368	5,573,572
Interest	2,941,600	2,776,612	4,225,920	4,530,126	4,932,901
Total expenditures	194,027,476	172,063,257	184,862,739	183,646,864	179,591,441
Excess of revenues over (under) expenditures	(25,007,961)	9,236,529	9,053,627	7,554,501	17,220,207
Other Financing Sources (Uses)					
Proceeds from financing sources	-	-	-	-	-
Payment to escrow agent	(6,197,285)	-	-	-	-
Proceeds from sale of bonds	6,802,986	363,387	23,765,460	-	-
Cost of issuance	-	-	(3,764,693)	-	-
Bond discount	48,238	-	-	-	-
Transfers in	5,869,128	5,570,120	14,594,844	10,964,565	9,632,647
Transfers out	(8,035,273)	(7,777,583)	(19,495,238)	(11,125,968)	(9,957,565)
Total other financing sources (uses)	(1,512,206)	(1,844,076)	15,100,373	(161,403)	(324,918)
Special items:					
Bond proceeds from Successor Agency	-	-	-	-	-
Contributions from other funds	-	-	-	-	-
Contributions to other funds	-	-	-	-	-
Capital contributions	-	-	-	-	-
Extraordinary loss	-	-	-	-	-
Total special items	-	-	-	-	-
Net change in fund balances	\$ (26,520,167)	\$ 7,392,453	\$ 24,154,000	\$ 7,393,098	\$ 16,895,289
Debt service as a percentage of noncapital expenditures	3.99%	4.14%	6.50%	6.47%	6.44%

*Correction of prior year amounts

City of Oxnard, California

SCHEDULE IV (Continued) Changes in Fund Balances of Governmental Funds Last Ten Fiscal Years (modified accrual basis of accounting)

		Fiscal Year			
2018	2019	2020	2021	2022	
Revenues					
\$ 126,648,408	\$ 135,051,078	\$ 133,565,036	\$ 164,801,682	213,904,450	Taxes
3,306,324	4,057,972	3,852,280	5,019,520	3,702,771	Licenses and permits
20,440,135	24,527,753	25,312,025	34,738,885	55,129,611	Intergovernmental
2,342,768	6,310,510	2,313,182	12,036,333	4,104,875	Growth and development fees
20,570,129	21,302,912	23,772,644	19,339,452	17,539,473	Charges for services
2,438,772	2,693,405	3,381,758	1,924,384	2,613,509	Fines and forfeitures
1,271,263	5,293,976	3,049,270	968,386	1,055,755	Interest on investments
9,018,025	9,142,871	8,223,416	7,461,211	6,932,860	Special assessments
-	-	-	-	-	Rental income
-	-	-	-	-	Investment income
6,339,266	10,982,388	5,615,546	6,580,337	(3,942,474)	Miscellaneous
192,375,090	219,362,865	209,085,157	252,870,190	301,040,830	Total revenues
Expenditures					
17,769,349	17,566,664	21,597,780	16,558,258	21,533,767	General government
102,770,375	103,505,038	111,150,931	113,774,066	120,317,318	Public safety
12,346,380	10,808,214	11,198,258	11,093,922	12,787,453	Transportation
15,832,210	19,402,262	17,755,657	23,840,597	20,096,478	Community development
30,504,647	32,696,129	31,859,562	28,871,680	35,483,009	Culture, leisure and libraries
16,767,682	16,277,911	8,992,813	23,579,052	28,092,448	Capital outlay
					Debt Service:
5,278,145 *	6,121,274	5,952,119	5,835,030	6,542,675	Principal
9,276,932	4,957,649	5,714,456	4,086,553	3,873,096	Interest
210,545,720	211,335,141	214,221,576	227,639,158	248,726,244	Total expenditures
(18,170,630)	8,027,724	(5,136,419)	25,231,032	52,314,586	Excess of revenues over (under) expenditures
Other Financing Sources (Uses)					
-	-	-	-	3,300,000.00	Proceeds from financing sources
(27,785,000) *	-	(39,695,000)	-	-	Payment to escrow agent
37,608,582	-	44,520,000	-	-	Proceeds from sale of bonds
-	-	(983,059)	-	-	Cost of issuance
-	-	2,875,507	-	-	Bond discount/premium
13,140,181	12,370,626	13,668,887	9,801,455	36,942,178	Transfers in
(13,639,820)	(12,096,584)	(13,494,482)	(47,288,541)	(36,601,638)	Transfers out
9,323,943	274,042	6,891,853	(37,487,086)	3,640,540	Total other financing sources (uses)
Special items:					
9,896,298	-	1,514,213	-	-	Bond proceeds from Successor Agency
-	-	-	-	-	Contributions from other funds
-	-	-	-	-	Contributions to other funds
-	-	-	-	-	Capital contributions
-	-	-	-	-	Extraordinary loss
9,896,298	-	1,514,213	-	-	Total special items
\$ 1,049,611	\$ 8,301,766	\$ 3,269,647	\$ (12,256,054)	\$ 55,955,126	Net change in fund balances
6.10%	5.68%	5.52%	4.50%	4.36%	Debt service as a percentage of noncapital expenditures

*Correction of prior year amounts

City of Oxnard, California

SCHEDULE V Governmental Activities Tax Revenues by Source Last Ten Fiscal Years (modified accrual basis of accounting)

Fiscal Year	Property Tax	Sales Tax	Business License	Transient Occupancy Tax	Franchise Tax	Deed Transfer Tax	Penalties and Interest	Total
2013	55,148,254	35,156,013	4,562,692	3,826,954	3,842,351	628,780	121,064	103,286,108
2014	54,783,756	38,287,439	5,125,801	4,239,111	3,775,233	519,093	157,998	106,888,431
2015	58,633,590	40,624,737	5,104,859	4,649,292	4,093,435	758,502	142,127	114,006,542
2016	61,571,660	43,163,411	5,422,499	5,044,231	3,854,116	690,805	225,990	119,972,712
2017	60,802,119	44,092,707	5,348,086	5,174,427	3,703,971	729,609	228,899	120,079,818
2018	67,165,834	43,418,876	5,570,488	5,749,572	3,925,374	818,322	313,847	126,962,313
2019	70,227,546	48,518,650	6,167,475	5,557,470	3,887,252	692,685	361,488	135,412,566
2020	72,208,270	46,320,415	6,087,060	4,302,491	3,972,958	673,842	406,774	133,971,810
2021	81,447,932	67,923,383	5,964,716	4,267,463	4,287,254	910,934	201,657	165,003,339
2022	78,630,717	118,083,508	6,537,644	5,117,229	4,557,215	978,170	92,544	213,996,994

City of Oxnard, California

SCHEDULE VI Assessed Value and Estimated Value of Taxable Property Last Ten Fiscal Years

Fiscal Year	Land	Improvements	Personal Property	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate
2013	6,304,938,777	8,677,033,769	617,612,672	422,079,822	15,177,505,396	1.20424%
2014	6,551,413,092	9,120,556,468	638,670,637	694,237,291	15,616,402,906	1.23154%
2015	7,084,272,773	9,694,262,028	631,218,103	708,835,243	16,700,917,661	1.22204%
2016	7,653,508,229	10,068,135,286	652,518,246	753,110,464	17,621,051,297	1.24681%
2017	8,130,791,365	10,403,624,296	664,679,543	784,759,788	18,414,335,416	1.22456%
2018	8,649,933,708	10,789,755,377	656,241,587	840,285,136	19,255,645,536	1.22618%
2019	9,158,364,520	11,207,158,483	695,095,800	896,108,612	20,164,510,191	1.24170%
2020	9,521,436,348	11,777,652,006	754,828,010	971,603,310	21,082,313,054	1.23896%
2021	10,007,398,417	12,192,935,872	784,723,628	1,041,411,917	21,943,646,000	1.24885%
2022	10,517,196,744	12,768,851,940	840,576,868	1,138,267,594	22,988,357,958	1.22788%

NOTE: The County does not provide the breakdown of residential and commercial assessed values to the cities. The City also no longer has the information available for the residential and commercial assessed values. The personal property amounts include assessed values for boats and aircraft.

Source: County of Ventura, Office of the Auditor-Controller
Finance Department, City of Oxnard; HDL Coren & Cone

City of Oxnard, California

SCHEDULE VII Direct and Overlapping Property Tax Rates Last Ten Fiscal Years

Fiscal Year	City Direct Rates			Overlapping Rates			Total Direct & Overlapping Rates
	Basic (1)	Debt Service (2)	Total Direct (3)	School Districts (4)	Water Districts (5)	Total Overlapping	
2013	1.00000%	0.20424%	1.20424%	0.11980%	0.00350%	0.12330%	1.32754%
2014	1.00000%	0.23154%	1.23154%	0.14140%	0.00350%	0.14490%	1.37644%
2015	1.00000%	0.22204%	1.22204%	0.12060%	0.00350%	0.12410%	1.34614%
2016	1.00000%	0.24681%	* 1.24681%	0.12640%	0.00350%	0.12990%	1.37671%
2017	1.00000%	0.22456%	1.22456%	0.13840%	0.00350%	0.14190%	1.36646%
2018	1.00000%	0.22618%	1.22618%	0.29110%	0.00350%	0.29460%	1.52078%
2019	1.00000%	0.24170%	1.24170%	0.33120%	0.00350%	* 0.33470%	1.57640%
2020	1.00000%	0.23896%	1.23896%	0.36440%	0.00350%	0.36790%	1.60686%
2021	1.00000%	0.24885%	1.24885%	0.38390%	0.00350%	0.38740%	1.63625%
2022	1.00000%	0.22788%	1.22788%	0.34750%	0.00350%	0.35100%	1.57888%

NOTE:

(1) The passage of Proposition 13 on June 6, 1978 established a maximum countywide levy of 1% of market value or \$1.00 per \$100 of assessed value.

(2) Total Direct Rate is the weighted average of all individual direct rates applied by the Entity preparing the statistical section and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rates. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For report purposes, residual revenue is assumed to have been distributed to the City in the same proportion as General Fund Revenue.

(3) Total Direct rate as presented is the Basic Levy plus Direct Debt Service

(4) The school district rates are for applicable school districts

(5) Overlapping rate for Metropolitan Water District and Calleguas Muni Water Annex#16. Reflects actual overlapping rate.

Not all overlapping rates apply to all city property owners.

* Correction of prior year data

Source: County of Ventura, Office of the Auditor-Controller
HdL, Coren & Cone

City of Oxnard, California

SCHEDULE VIII Principal Property Taxpayers Current Year and Nine Years Ago

Taxpayer	2022			2013		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Procter & Gamble Paper Products	309,153,413	1	1.34%	268,098,003	1	1.75%
Genon California South LP	239,900,000	2	1.04%	-		0.00%
Essex Arbors LP	229,907,524	3	0.99%	197,972,713	3	1.29%
SOCMI LLC	129,372,841	4	0.56%	91,198,200	4	0.60%
Serenade Apts Properties Owners LLC	117,278,309	5	0.51%	-		0.00%
HAAS Automation Inc	104,331,400	6	0.45%	82,295,400.00	7	0.54%
2060 Zocolo LLC	94,225,158	7	0.41%	-		
G-I IX Esplanade Property LP	94,033,800	8	0.41%	-		
California Resources Petroleum Corp	87,549,022	9	0.38%	-		
New-Indy Oxnard LLC	84,239,044	10	0.36%	-		0.00%
ST Johns Reg Medical Center	-			230,115,059	2	1.50%
Sunbelt Enterprises LLC	-			86,539,573	5	0.56%
Capri of KW Serenade LLC	-			83,068,300	6	0.54%
GS Paz Mar LP	-			70,530,594.00	8	0.46%
Duesenberg Investment Company	-			67,133,520	9	0.44%
Genon Energy West LP - Ormond Beach	-			66,700,000	10	0.44%
Other taxpayers	21,641,707,705		93.56%	14,074,261,994		91.88%
Totals	23,131,698,216		100.00%	15,317,913,356		100.00%

Source: HdL Coren & Cone

^ Pending appeals on parcels.

City of Oxnard, California

SCHEDULE IX Property Tax Levies and Collections Last Ten Fiscal Years

Year Ended June 30	Total Tax Levy for Fiscal Year (1) *	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years (1)	Total Collections to Date	
		Amount (2)	* Percentage of Levy		Amount	Percentage of Levy
2013	55,896,537	55,894,803	100.00%	1,560	55,896,363	100.00%
2014	55,460,847	54,486,910	98.24%	456,769	54,943,679	99.07%
2015	59,303,044	57,509,993	96.98%	910,819	58,420,812	98.51%
2016	62,235,867	61,750,178	99.22%	350,407	62,100,585	99.78%
2017	61,751,329	58,086,482	94.07%	1,523,414	59,609,896	96.53%
2018	68,260,701	65,473,266	95.92%	903,482	66,376,748	97.24%
2019	71,278,856	68,423,547	95.99%	1,290,711	69,714,258	97.80%
2020	73,286,724	71,206,672	97.16%	1,175,364	72,382,036	98.77%
2021	82,559,732	77,736,649	94.16%	1,714,499	79,451,148	96.23%
2022	79,699,659	75,775,563	95.08%	1,323,291	77,098,854	96.74%

Source: (1) Finance Department, City of Oxnard

(2) County of Ventura

Correction * Property tax levy and collection amounts include secured and unsecured property taxes, property tax in lieu of vehicle license fee (VLF), public safety property tax and distributions from the Redevelopment Property Tax Trust Fund (RPTTF), and exclude special assessments

City of Oxnard, California

SCHEDULE X Ratios of Outstanding Debt by Type Last Ten Fiscal Years

Fiscal Year	C	E	G	I	K	M	N	O	Q (1)	S
	Revenue Bonds	Certificates of Participation	Tax Allocation Bonds	Capital Leases	Revenue Bonds	Capital Leases	Notes Payable	Total Primary Government	Percentage of Personal Income	(2) Per Capita
2013	34,146,715	25,335,000	-	11,101,548	361,808,291	2,620,593		435,012,147	10.825%	2,166
2014	32,453,939	24,755,000	-	9,943,968	347,340,473	2,093,846		416,587,226	10.252%	2,046
2015	71,026,930	24,064,918	-	22,159,563	316,333,774	1,546,350		435,131,535	10.581%	2,139
2016	66,823,533	23,464,945	-	21,558,130	305,514,850	1,034,692		418,396,150	10.043%	2,021
2017	64,280,135	22,839,973	-	19,873,684	295,626,652	552,843		403,173,287	9.716%	1,940
2018	66,940,356	22,180,000	-	22,695,103	285,697,297	5,073,701		402,586,457	9.318%	1,948*
2019	63,984,454	21,460,000	-	20,060,511	278,192,906	4,590,375		388,288,245	8.434%	1,850
2020	89,363,537	-	-	17,827,064	267,148,736	4,117,507		378,456,844	7.957%	1,834
2021	85,260,598	-	-	15,801,116	273,910,375	3,655,774	269,710	378,897,573	7.599%	1,851
2022	80,921,385	-	-	16,655,461	265,175,762	11,872,159	269,710	374,894,477	7.310%	1,874

NOTE: (1) Details regarding the City's outstanding debt can be found in the notes to the financial statements.
(2) Demographic and Economic Statistics for personal income and population data HDL Coren & Coen
* Corrected to use 2018 Per Capita not 2017 per HDL Coren & Coen

Source: Finance Department, City of Oxnard
HDL Coren & Coen

City of Oxnard, California

SCHEDULE XI Direct and Overlapping Governmental Activities Debt As of June 30, 2022

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
City of Oxnard Overlapping Tax Debt (1):			
Metropolitan Water District	20,175,000	0.674%	135,980
Ventura County Community College District	257,457,000	15.193%	39,115,442
Oxnard Union High School District	352,767,016	46.630%	164,495,260
Oxnard School District	270,584,228	92.455%	250,168,648
Rio School District	101,511,277	85.671%	86,965,726
Rio School District Community Facilities District No 1	64,805,000	100.000%	64,805,000
Hueneme School District	38,042,954	42.401%	16,130,593
Ocean View School District	9,770,366	45.024%	4,399,010
City of Oxnard Community Facilities District 1	6,540,000	100.000%	6,540,000
City of Oxnard Community Facilities District 3	22,400,000	100.000%	22,400,000
City of Oxnard Boulevard Highway Communities Facilities District	4,680,000	100.000%	4,680,000
City of Oxnard - Rice Avenue/Hwy 101 Assessment District 2001-1	7,615,000	100.000%	7,615,000
City of Oxnard - Oxnard Blvd/Hwy 101 Assessment District 2000-1	1,395,000	100.000%	1,395,000
California Statewide Community Development Authority District No. 2018-1	15,725,000	100.000%	15,725,000
California Statewide Community Development Authority 1915 Act Bond	116,816	100.000%	116,816
Ventura County General Fund Obligations	304,565,000	15.188%	46,257,332
Ventura County Superintendent of Schools - Certificates of Participation	7,850,000	15.188%	1,192,258
Oxnard Union High School District - Certificates of Participation	60,811,289	46.630%	28,356,304
Ocean View School District - Certificates of Participation	5,280,800	45.024%	2,377,627
Oxnard School District - Certificates of Participation	10,132,700	92.455%	9,368,188
Rio School District - Certificates of Participation	970,000	85.671%	831,009
Successor Agency - Tax Increment Debt	27,290,000	99.827%	27,242,705
Subtotal - Overlapping Debt	1,590,484,446		800,312,897
City of Oxnard Direct Debt (2):			
City of Oxnard Lease Revenue Bonds			62,538,925.24
City of Oxnard Gas Tax Revenue Bonds			18,405,258
City of Oxnard Lease Purchase Agreements			12,000,211
City of Oxnard Capital Lease Obligations			4,655,250
Subtotal - Direct Debt			97,599,644
Total Direct and Overlapping Debt			897,912,541

Notes:

- (1) The percentage of overlapping debt applicable to the City is estimated using assessed property values. Applicable percentages were estimated by determining the portion of the overlapping District's assessed value that is within the boundaries of the City divided by the District's total taxable assessed value.
- (2) Excludes debt for business-type activities

Source: California Municipal Statistics, Inc.

City of Oxnard, California

SCHEDULE XII Legal Debt Margin Information Last Ten Fiscal Years (in thousands)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Debt limit	2,319,396	2,427,380	2,593,772	2,643,158	2,762,153	2,888,347	3,024,677	3,162,347	3,291,547	3,448,254
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	<u>2,319,396</u>	<u>2,427,380</u>	<u>2,593,772</u>	<u>2,643,158</u>	<u>2,762,153</u>	<u>2,888,347</u>	<u>3,024,677</u>	<u>3,162,347</u>	<u>3,291,547</u>	<u>3,448,254</u>
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Legal Debt Margin Calculation for Fiscal Year 2022

Assessed value	17,841,644,015
Add back: exempt real property	<u>5,146,713,943</u>
Total assessed value	22,988,357,958
Debt limit (15% of total assessed value)	3,448,253,694
Debt applicable to limit:	
General obligation bonds	345,279,936
Less: assets in debt service funds for principal payments	
Revenue bonds - governmental activities	(80,944,184)
Revenue bonds - business-type activities	(264,335,753)
Tax allocation bonds-community development commission	0
Certificates of participation	<u>0</u>
Total net debt applicable limit	<u>0</u>
Legal debt margin	<u>3,448,253,694</u>

Source: County of Ventura
Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE XIII (Continued)

Pledged Revenue Coverage Last Ten Fiscal Years

Fiscal Year	Water Revenue Bonds**					
	Gross Revenues ***	Less: Operating Expenses	Net Available Revenues	Debt Service Principal	Interest***	Coverage
2013	52,118,399	34,436,062	17,682,337	3,479,490	10,524,675	1.26
2014	53,964,322	35,057,157	18,907,165	3,858,359	10,838,887	1.29
2015	48,512,000	35,981,736	12,530,264	4,017,916	8,602,946	0.99
2016	47,725,068	36,729,222	10,995,846	4,144,638	8,371,561	0.88
2017	50,683,078	37,479,875	13,203,203	4,290,245	8,253,814	1.05
2018	62,750,295	37,781,641	24,968,654	4,474,671	8,960,800	1.86
2019	61,615,626	37,586,305	24,029,321	3,457,368	7,318,141	2.23
2020	61,222,220	39,746,165	21,476,055	4,726,028	7,036,758	1.83
2021	60,368,949	42,772,873	17,596,076	3,393,227	7,120,495	1.67
2022	57,841,672	44,167,359	13,674,313	3,551,317	7,469,013	1.24

Fiscal Year	Environmental Resources Revenue Bonds					
	Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service Principal	Interest Expense	Coverage
2013	42,668,594	38,235,619	4,432,975	2,729,777	763,442	1.27
2014	44,670,034	36,624,969	8,045,065	2,681,421	752,146	2.34
2015	43,578,972	35,911,447	7,667,525	2,813,015	254,592	2.50
2016	41,677,411	36,427,580	5,249,831	1,930,153	250,937	2.41
2017*	-	-	-	-	-	-
2018*	-	-	-	-	-	-
2019*	-	-	-	-	-	-
2020*	-	-	-	-	-	-
2021*	-	-	-	-	-	-
2022*	-	-	-	-	-	-

Note: The above gross revenues include operating revenues (excluding connection fees) and investment income
The above operating expenses do not include depreciation, debt service and infrastructure use fee payments
The City's bond obligations are secured by the pledge of net system revenues

* There were no pledged revenues during this year

** Correction of previously reported amounts

*** For Water Revenue Bonds, BAB subsidy is excluded from gross revenues and net against interest expense starting 2015

Source: Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE XIII (Continued)

Pledged Revenue Coverage Last Ten Fiscal Years

Wastewater Revenue Bonds**

Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service Principal	Interest Expense	Coverage	Fiscal Year
29,473,039	17,170,928	12,302,111	3,709,555	6,882,148	1.16	2013
30,274,729	17,888,757	12,385,972	4,316,967	6,738,688	1.12	2014
31,973,678	20,731,227	11,242,451	4,193,581	6,586,349	1.04	2015
30,204,121	19,472,569	10,731,552	4,302,474	4,731,254	1.19	2016
37,100,396	18,374,360	18,726,036	4,353,176	4,643,123	2.08	2017
40,284,050	19,768,048	20,516,002	4,481,192	4,963,668	2.17	2018
43,701,872	16,722,471	26,979,401	4,433,905	4,293,796	3.09	2019
44,268,629	21,522,952	22,745,677	4,661,097	4,119,088	2.59	2020
48,284,979	21,738,622	26,546,357	4,795,000	4,636,250	2.81	2021
46,356,596	23,918,496	22,438,100	5,035,000	4,396,500	2.38	2022

Oxnard Housing Authority Revenue Bonds

Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service Principal	Interest	Coverage	Fiscal Year
23,782,397	23,948,254	(165,857)	260,000	180,456	(0.38)	2013
26,172,885	24,332,827	1,840,058	270,000	168,169	4.20	2014
23,119,454	22,346,820	772,634	280,000	160,170	1.76	2015
23,119,454	22,587,321	532,133	295,000	149,436	1.20	2016
26,476,702	25,300,241	1,176,461	310,000	132,968	2.66	2017
27,712,683	27,085,179	627,504	320,000	130,683	1.39	2018
27,767,016	26,848,409	** 918,607	335,000	114,345	2.04	2019
29,554,251	29,171,840	382,411	335,000	97,905	0.88	2020
31,100,628	29,995,087	1,105,541	370,000	77,345	2.47	2021
29,752,261	28,735,630	1,016,631	390,000	59,164	2.26	2022

Note: The above gross revenues include operating revenues (excluding connection fees) and investment income
The above operating expenses do not include depreciation, debt service and infrastructure use fee payments
The City's bond obligations are secured by the pledge of net system revenues

* There were no pledged revenues during this year

** Correction of previously reported amounts

*** For Water Revenue Bonds, BAB subsidy is excluded from gross revenues and net against interest expense starting 2015

Source: Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE XIV Demographic and Economic Statistics Last Ten Fiscal Years

Fiscal Year	(1) Population	(2) Personal Income (in thous)	(2) Per Capita Income	(2) Median Age	(3) School Enrollment	(4) Unemployment Rate
2013	200,855	4,018,506	20,007	30.1	38,813	10.1%
2014	203,645	4,063,329	19,953	30.3	39,418	8.6%
2015	206,148	4,112,210	20,210	30.5	39,266	5.8%
2016	206,997	4,166,242	20,127	30.7	39,425	6.2%
2017	207,772	4,149,665	19,972	30.8	41,338	5.6%
2018	206,499	4,320,613	20,923	31.4	39,461	5.1%
2019	209,879	4,603,746	21,935	31.7	39,578	4.8%
2020	206,352	4,756,228	23,049	32.1	39,525	7.7%*
2021	204,675	4,986,380	24,362	32.3	37,761	9.3%
2022	200,050	5,128,178	25,634	32.8	35,227	4.7%

Sources:

- (1) California Department of Finance, Demographic Research Unit. - Provided by HdL Coren & Cone
- (2) Demographic and Economic Statistics for personal income and population data provided by HdL Coren & Cone
- (3) Oxnard School Districts (Elementary) and Oxnard Union High School District, Oxnard College
- (4) California Employment Development Department - Provided by HdL Coren & Cone
- * Calculated based on monthly unemployment data from California EDD for the fiscal year. The rate at the end of the fiscal year was 11.8%.

City of Oxnard, California

SCHEDULE XV Principal Employers Current Year and Nine Years Ago

Employer	2022		2013	
	Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
Reiter	2,467	2.51%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
Amazon	2,000	2.03%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
Oxnard Union High School	1,586	1.61%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
HAAS Automation	1,580	1.61%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
St. John's Regional Medical Center	1,413	1.44%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
City of Oxnard	1,400	1.42%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
Oxnard School District	895	0.91%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
ColourPop	667	0.68%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
Oxnard College	618	0.63%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
Rio School District	548	0.56%	DATA NOT AVAILABLE	DATA NOT AVAILABLE
Subtotal	13,174	13.39%	0	0.00%
Rest of Oxnard	85,226	86.61%	0	100.00%
Total	98,400	100.00%	0	100.00%

Source: EDD & Oxnard Businesses

City of Oxnard, California

SCHEDULE XVI (Continued) Operating Indicators by Function Last Ten Fiscal Years

Function	2013	2014	2015	2016	2017
Police					
Physical arrests	6,790	6,169	7,388	7,063	6,641
Parking violations	32,120	25,130	26,033	32,288	32,273
Traffic violations	15,800	17,775	18,596	15,845	16,935
Fire					
Number of calls answered	14,127	14,770	15,560	17,678	17,974
Inspections	5,000	3,588	3,030	2,296	1,463
Highways and streets					
Potholes repaired	13,000	13,500	13,000	12,500	12,500
Sanitation					
Total number of customers	44,312	44,677	44,944	45,266	45,537
Refuse collected (tons/day)	569	582	605	608	626
Recyclables collected (tons/day)	98	101	98	101	104
Culture and recreation					
Community center admissions	29,910	22,980	35,857	28,896	26,343
Water					
Total number of customers	41,019	41,319	41,437	41,635	42,301
Average daily consumption (gallons/day)	23,578,792	24,041,322	21,014,055	21,701,750	22,130,222
Wastewater					
Total number of customers	38,712	38,971	39,210	39,374	39,580
Average daily sewerage treatment (gallons/day)	23,000,000	19,700,000	19,700,000	19,700,000	18,800,000

Source: Various departments, City of Oxnard

* Starting fiscal year 2019, the City began using a new method calculating the number of potholes repaired. The new method is based on the total quantity of materials used for the year and average quantity of materials used per pothole.

^ Includes total admissions for Palm Vista Senior Center which opened in 2019.

** Decrease due to staffing decrease and Covid-19 limitations

^^ Senior Center Admissions - 57,828; Youth Centers Admissions - 6,089

City of Oxnard, California

SCHEDULE XVI (Continued) Operating Indicators by Function Last Ten Fiscal Years

2018	2019	2020	2021	2022	Function
					Police
6,495	6,997	6,018	3,298	3,337	Physical arrests
25,663	36,159	21,709	14,221	29,848	Parking violations
18,745	17,804	14,231	11,025	15,743	Traffic violations
					Fire
25,005	28,528	30,391	27,424	26,331	Number of calls answered
3,710	3,107	1,817	4,866	3,128	Inspections
					Highways and streets
12,500	2,000*	1,300**	1,400	596	Potholes repaired
					Sanitation
45,773	46,043	46,576	35,218	39,040	Total number of customers
645	706	733	741	716	Refuse collected (tons/day)
125	131	144	154	157	Recyclables collected (tons/day)
					Culture and recreation
26,196	40,760^	34,707	0	63,917^^	Community center admissions
					Water
42,041	42,122	42,804	42,958	43,069	Total number of customers
22,444,527	20,691,499	20,099,230	21,773,583	21,494,262	Average daily consumption
					Wastewater
39,735	39,808	39,962	40,177	38,650	Total number of customers
19,080,000	19,700,000	17,300,000	18,000,000	16,410,000	Average daily sewerage treatment

Source: Various departments, City of Oxnard

* Starting fiscal year 2019, the City began using a new method calculating the number of potholes repaired. The new method is based on the total quantity of materials used for the year and average quantity of materials used per pothole.

^ Includes total admissions for Palm Vista Senior Center which opened in 2019.

** Decrease due to staffing decrease and Covid-19 limitations

^^ Senior Center Admissions - 57,828; Youth Centers Admissions - 6,089

City of Oxnard, California

SCHEDULE XVII (Continued)

Capital Assets by Function Last Ten Fiscal Years

Function	2013	2014	2015	2016	2017
Public safety					
Police					
Stations	1	1	1	1	1
Police vehicles	268	268	311	233	236
Fire					
Stations	7	7	8	8	8
Fire Trucks	16	16	17	17	17
Hydrants ^	5,500	5,500	5,500	5,500	5,551
Sanitation					
Collection trucks	51	51	50	52	52
Highways and streets					
Streets (miles)	400	400	400	432	432
City-owned streetlights	974	974	972	980	1,025
SCE-owned streetlights ^^	10,067	10,192	10,225	10,225	10,240
Culture and recreation					
Parks acreage	550	550	555	561	561
Parks	58	58	59	62	61
Ball diamonds	37	37	37	22	27
Basketball courts	47	47	48	25	30
Craft/Activity buildings	10	10	10	2	2
Gymnasium	2	2	2	2	2
Swimming pools	1	1	1	1	1
Tennis courts	30	30	30	25	33
Community centers	3	3	3	2	3
Library					
Number of books	337,015	325,906	318,644	316,646	333,016
Number of microfilms	8,726	8,729	8,729	5,885	8,323
Number of audiotapes	20,060	20,423	19,618	18,902	10,922
Number of videotapes	14,688	15,025	14,167	14,259	-
Number of DVD *	-	-	-	-	19,249
Number of CD-ROMS (data disk)	438	447	16	3,072	-
Water					
Water mains (miles)	600	600	600	600	624
Maximum daily treatment capacity	18,600,000	18,600,000	18,600,000	18,600,000	18,600,000
Sewer					
Miles of sewer lines	445	430	430	430	430

Source: Various departments, City of Oxnard

^ Total includes only City-owned fire hydrants

* Transitioned from video tapes to DVD's

^^ Totals provided by Southern California Edison with accompanying location map for each light

** Decrease in Acreage due to expired contract with County of Ventura to maintain beach front areas

^^^ Decrease due to update to GIS system adjusting for mains owned by water districts previously listed as City owned

*** Decrease due to abandoned sewer lines

City of Oxnard, California

SCHEDULE XVII (Continued) Capital Assets by Function Last Ten Fiscal Years

2018	2019	2020	2021	2022	Function
					Public safety
					Police
1	1	1	1	1	Stations
236	240	242	224	211	Police vehicles
					Fire
8	8	8	8	8	Stations
17	17	17	17	17	Fire Trucks
5,551	5,676	5,678	5,690	6,279	Hydrants
					Sanitation
50	56	56	52	57	Collection trucks
					Highways and streets
451	452	484.5	400	455	Streets (miles)
1,025	1,025	1,025	972	607	City-owned streetlights
10,242	10,242	9,950	10,225	9,800	SCE-owned streetlights
					Culture and recreation
561	539	438**	438	438	Parks acreage
61	56	53	53	53	Parks
29	30	30	30	30	Ball diamonds
30	30	30	30	30	Basketball courts
2	2	2	2	2	Craft/Activity buildings
2	2	2	2	2	Gymnasium
1	1	1	1	1	Swimming pools
32	32	32	32	32	Tennis courts
3	3	3	3	3	Community centers
					Library
366,051	411,482	334,016	331,204	271,862	Number of books
7,822	8,377	8,377	21,700	41,947	Number of microfilms
13,003	20,528	8,996	8,634	8,271	Number of audiobooks
-	-	-	134	50	Number of videotapes
17,947	21,162	17,522	17,009	16,358	Number of DVD
-	-	-	111	111	Number of CD-ROMS (data disk)
					Water
624	563^^	563	525	527	Water mains (miles)
18,600,000	18,600,000	18,600,000	18,600,000	18,600,000	Maximum daily treatment capacity
					Sewer
430	430	405***	406	406	Miles of sewer lines

Source: Various departments, City of Oxnard

^ Total includes only City-owned fire hydrants

* Transitioned from video tapes to DVD's

^^ Totals provided by Southern California Edison with accompanying location map for each light

** Decrease in Acreage due to expired contract with County of Ventura to maintain beach front areas

^^^ Decrease due to update to GIS system adjusting for mains owned by water districts previously listed as City owned

*** Decrease due to abandoned sewer lines

City of Oxnard, California

SCHEDULE XVIII Full-Time Equivalent City Government Employees by Function Last Ten Fiscal Years

Function	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General government	227	230	230	228	224	288	279	250.5	253.4	302
Public Safety										
Police										
Officers	252	249	252	243	252	268	258	258	274	271
Civilians	155	159	157	151	110	114	117	115	84	87
Fire										
Firefighters & officers	101	110	125	125	125	150	123	124	123	121
Civilians	3	3	3	3	3	4	8	7	10	13
Transportation	49	44	43	25	16	27	39	39	23.5	10
Community development	60	58	59	50	52	57	58	62	62	63
Culture, Leisure, and Libraries	83	83	81	67	55	95	92.5	79	79.3	108
Utilities										
Water	51	50	50	52	53	56	52	60	76.3	78
Wastewater	76	79	80	81	81	74	73	73.5	76.8	79
Environmental Resources	79	80	118	113	118	175	172	173	195	199
Housing	82	82	81	80	81	70	71	71	71	69
Total	1,217	1,226	1,278	1,218	1,171	1,378	1,342.5	1,312	1,328.3	1400

Note: The numbers above represent authorized positions by the City Council.

Source: HR Department, City of Oxnard



AUDIT REPORT FOR FYE

JUNE 30, 2022

City Council Meeting | February 21, 2023

Agenda

Independent Auditor's Opinion	2
Significant Audit Matters	3
ACFR Highlights	5
Revenues - General Fund Group	10
Expenditures - General Fund Group	11

INDEPENDENT AUDITOR'S OPINION

“Clean Opinion”
for June 30, 2022
see pages 1 – 4 of ACFR

SIGNIFICANT AUDIT MATTERS

➤ Accounting estimates

- Allowances for doubtful accounts
- Pension & OPEB
- Self-insurance claims payable
- Depreciation expense and accumulated depreciation

➤ Significant disclosures

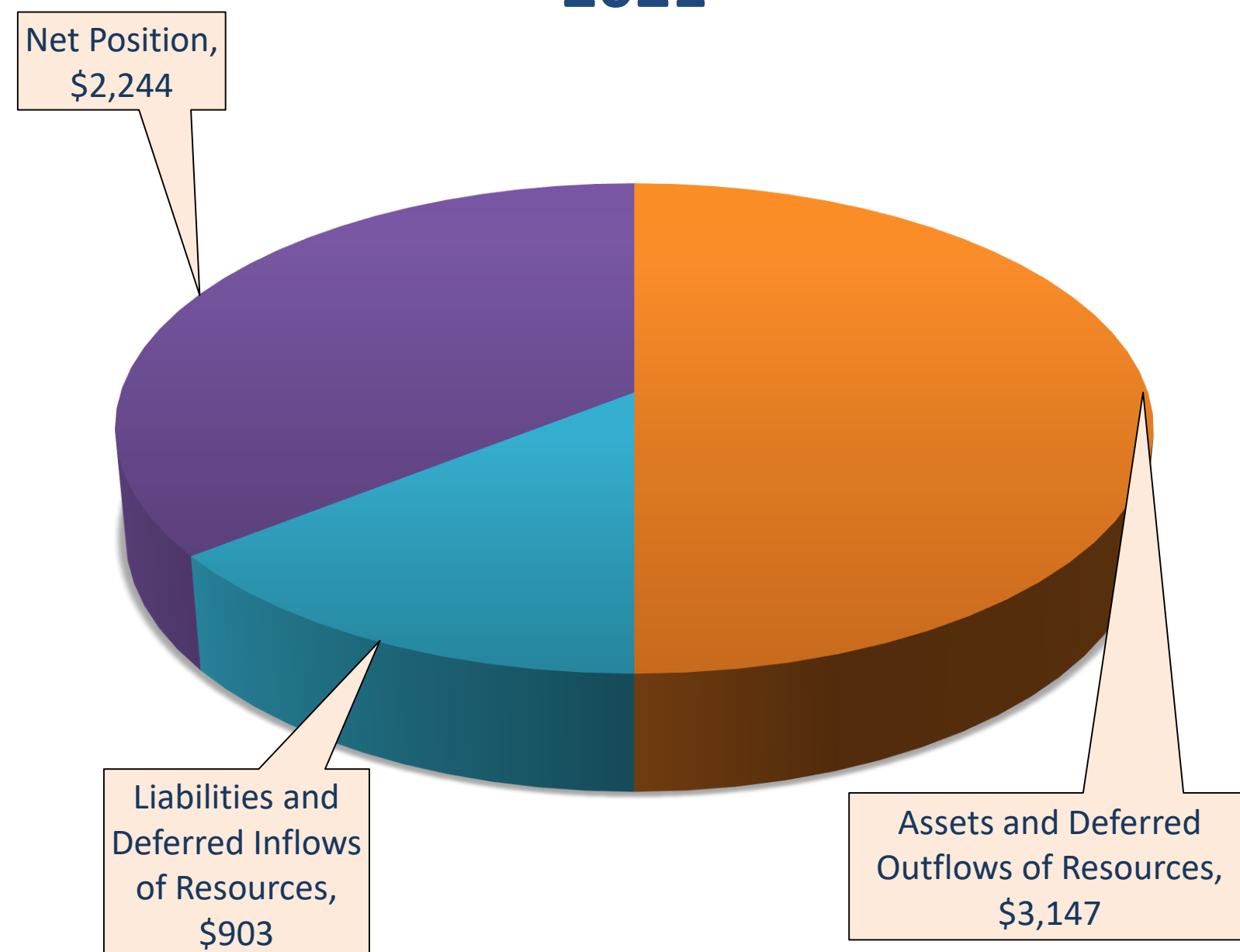
- Deficit fund balances
- Pension & OPEB related
- Commitments and contingencies
- Risks and uncertainties

SIGNIFICANT AUDIT MATTERS

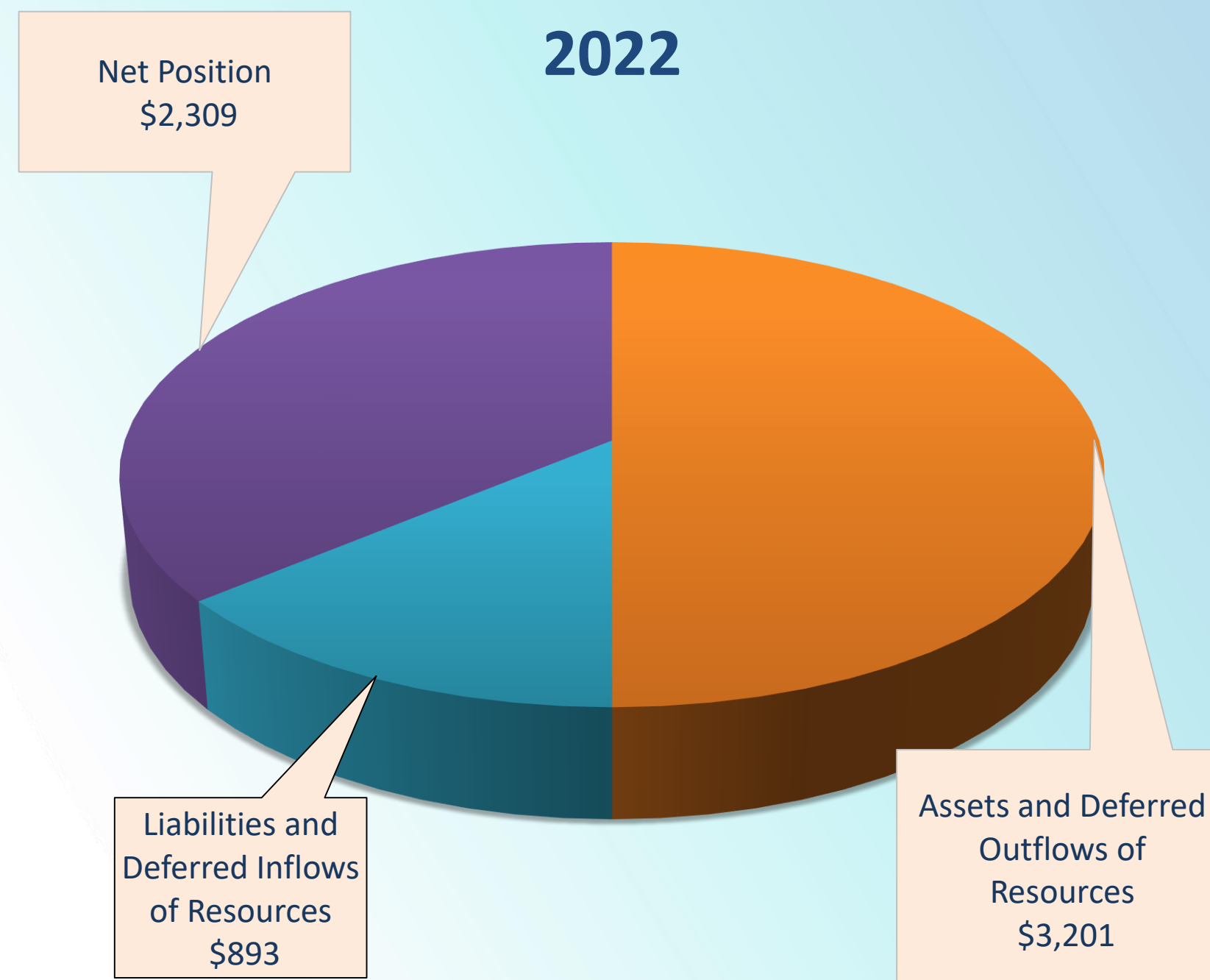
- Challenges encountered during audit
- Audit adjustments
- New accounting pronouncements
 - GASB 87, Leases
- Internal control report -- tentative March 2023

ACFR HIGHLIGHTS - Net Position (\$ millions)

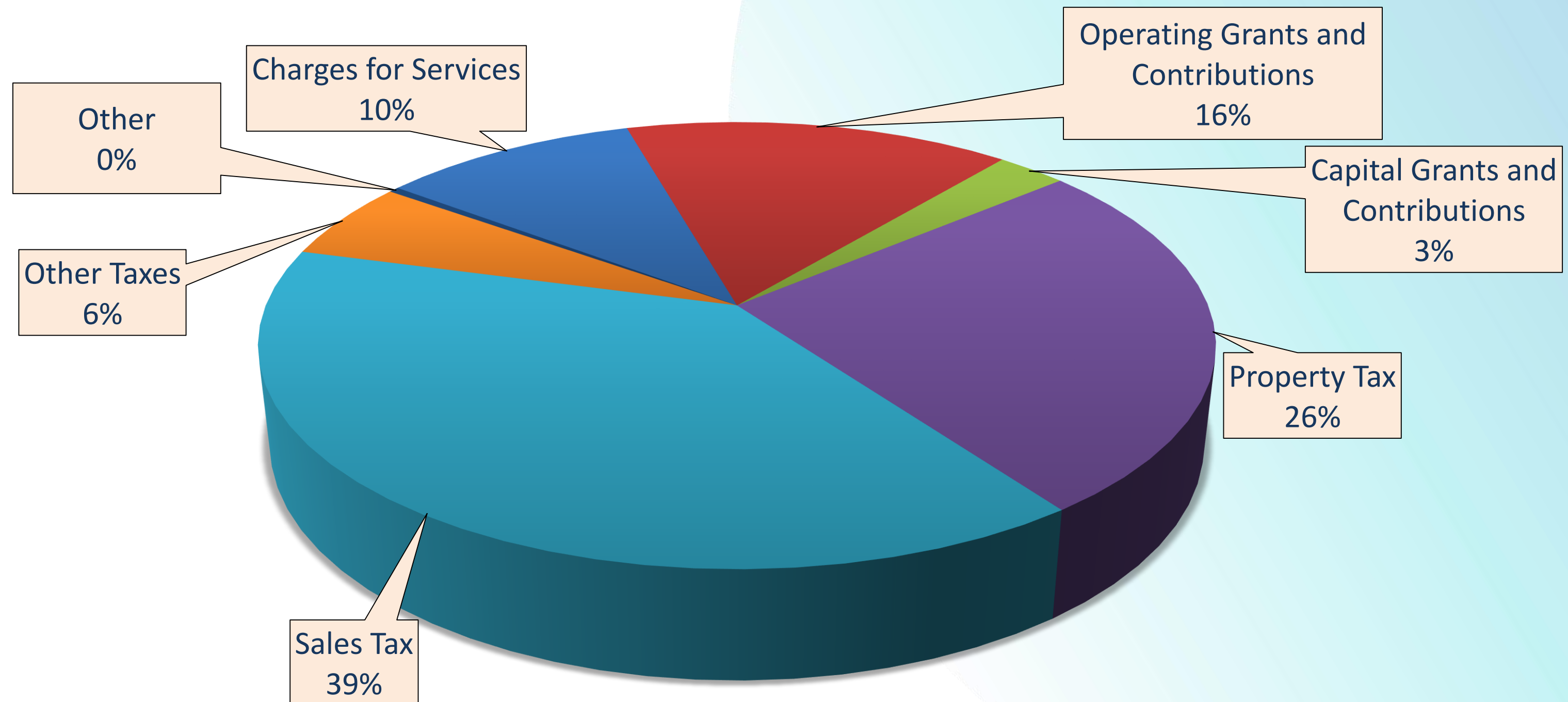
2021



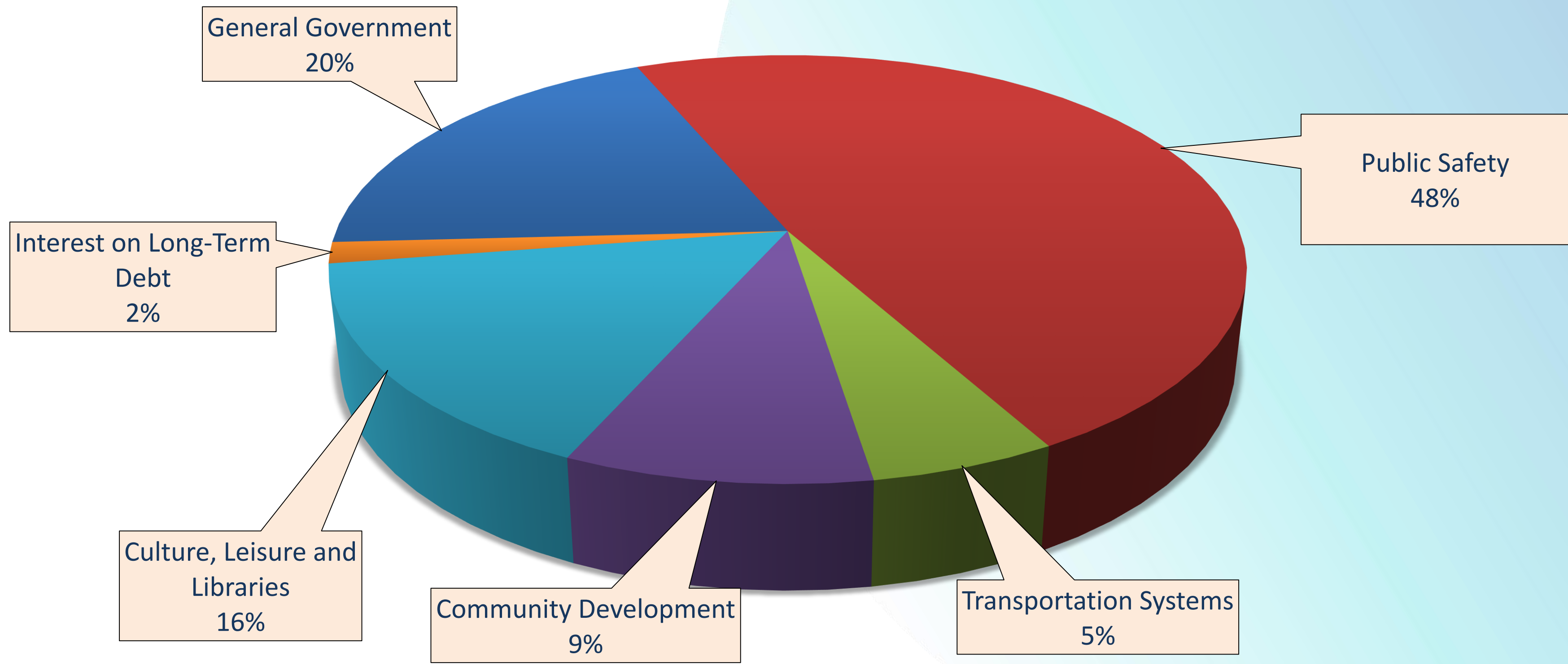
2022



ACFR HIGHLIGHTS - Revenues - Governmental Activities



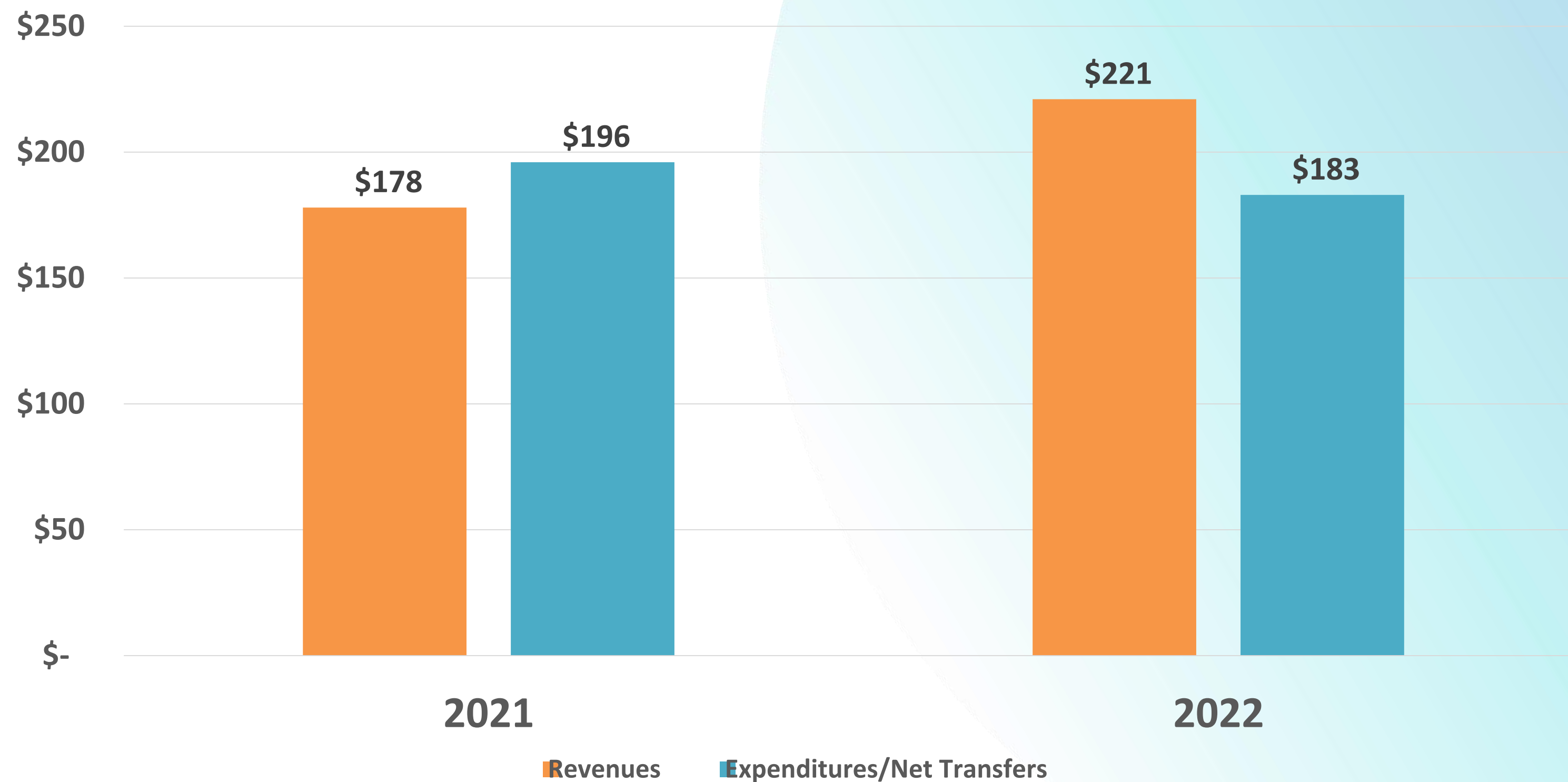
ACFR HIGHLIGHTS - Expenses - Governmental Activities



ACFR HIGHLIGHTS - Revenues and Expenses Business-Type Activities (\$ millions)

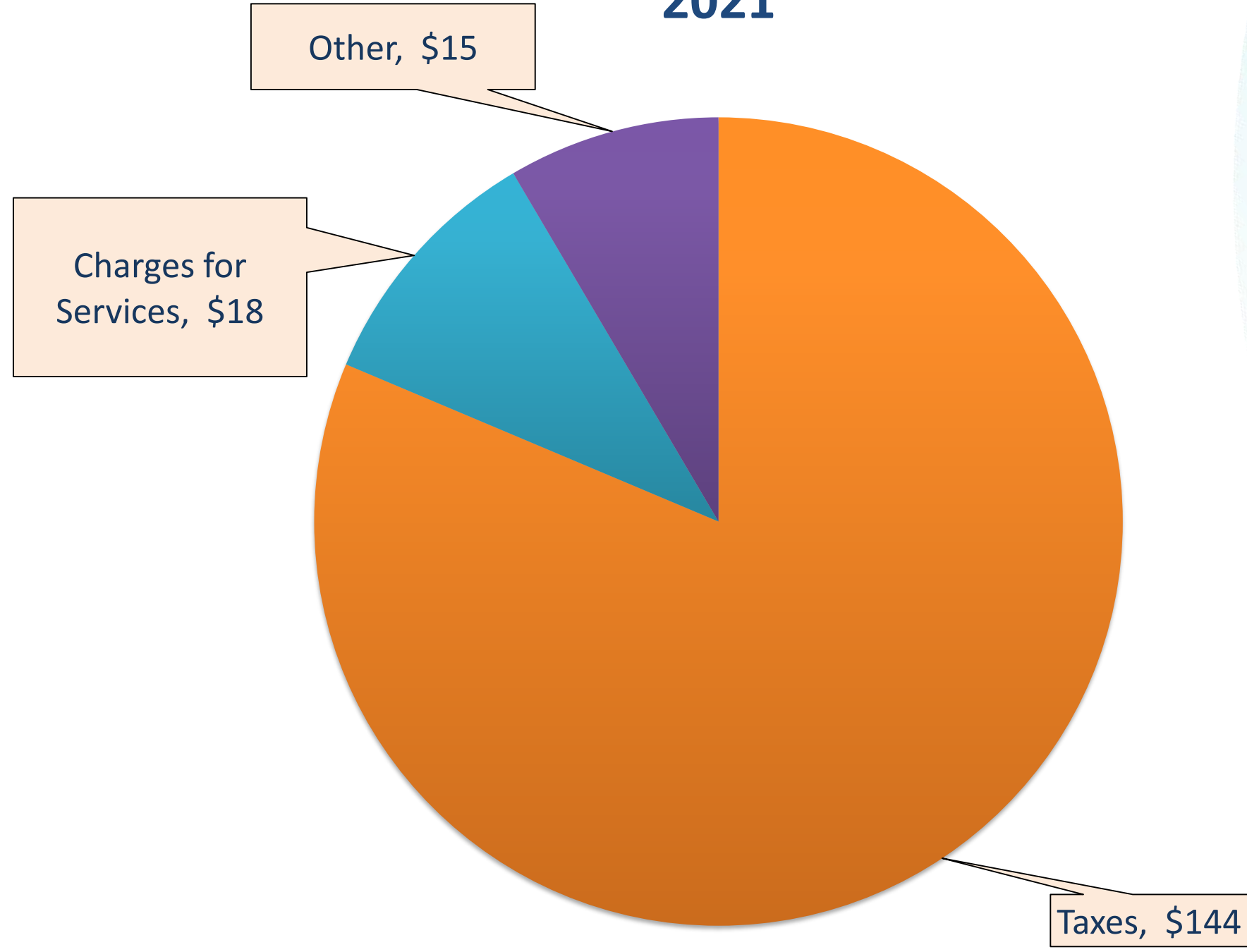


ACFR HIGHLIGHTS - General Fund Group (\$ millions)

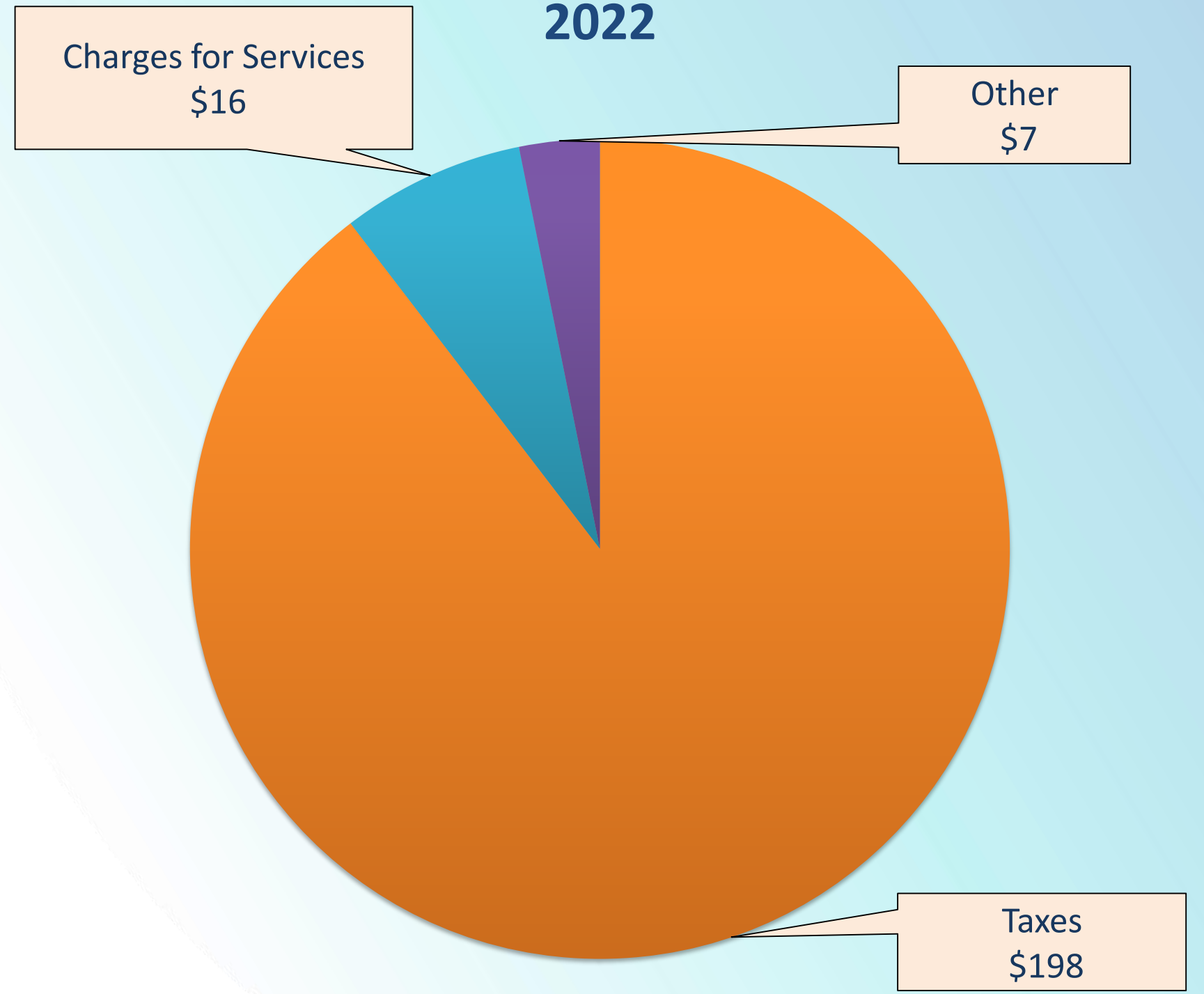


Revenues - General Fund Group (\$ millions)

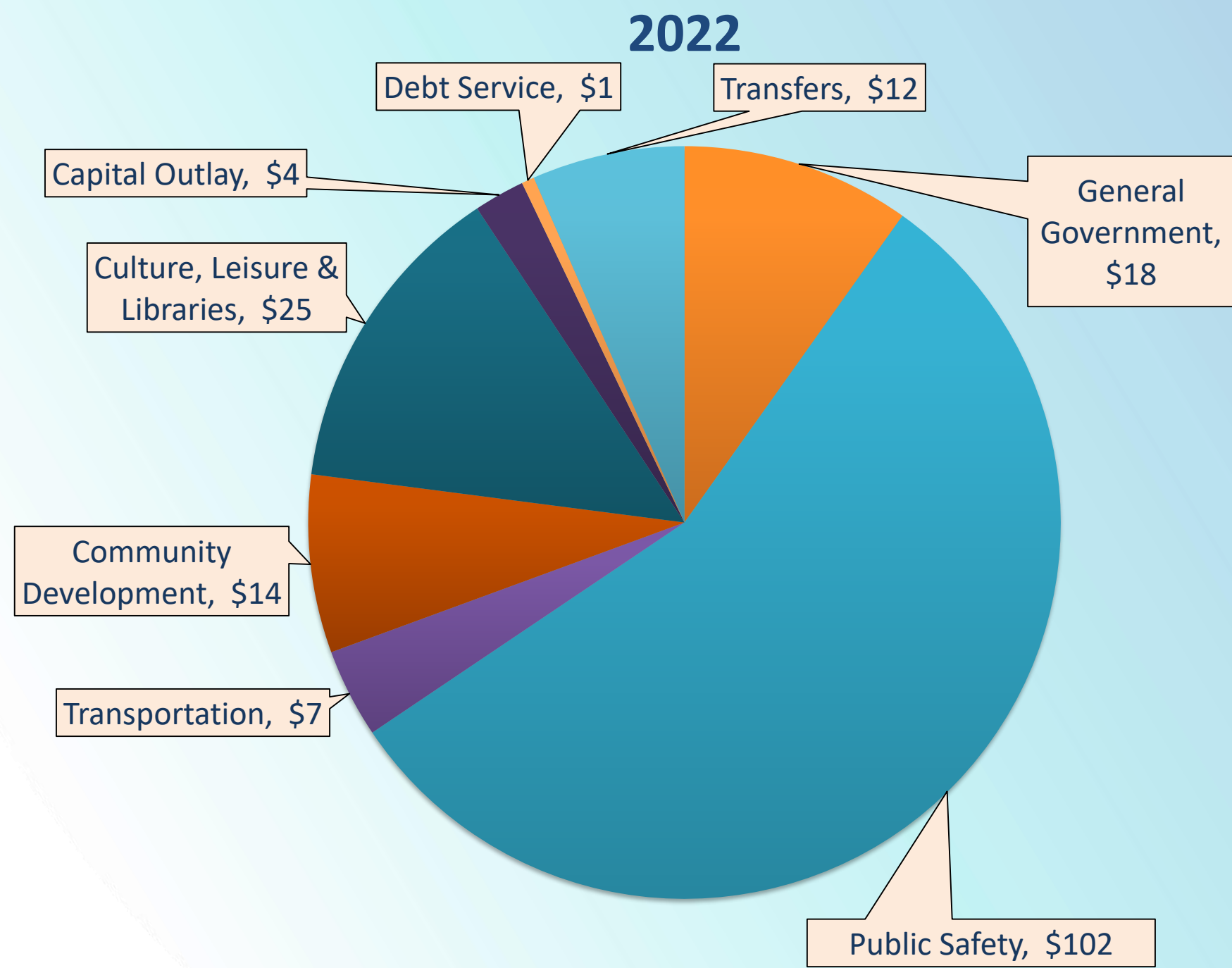
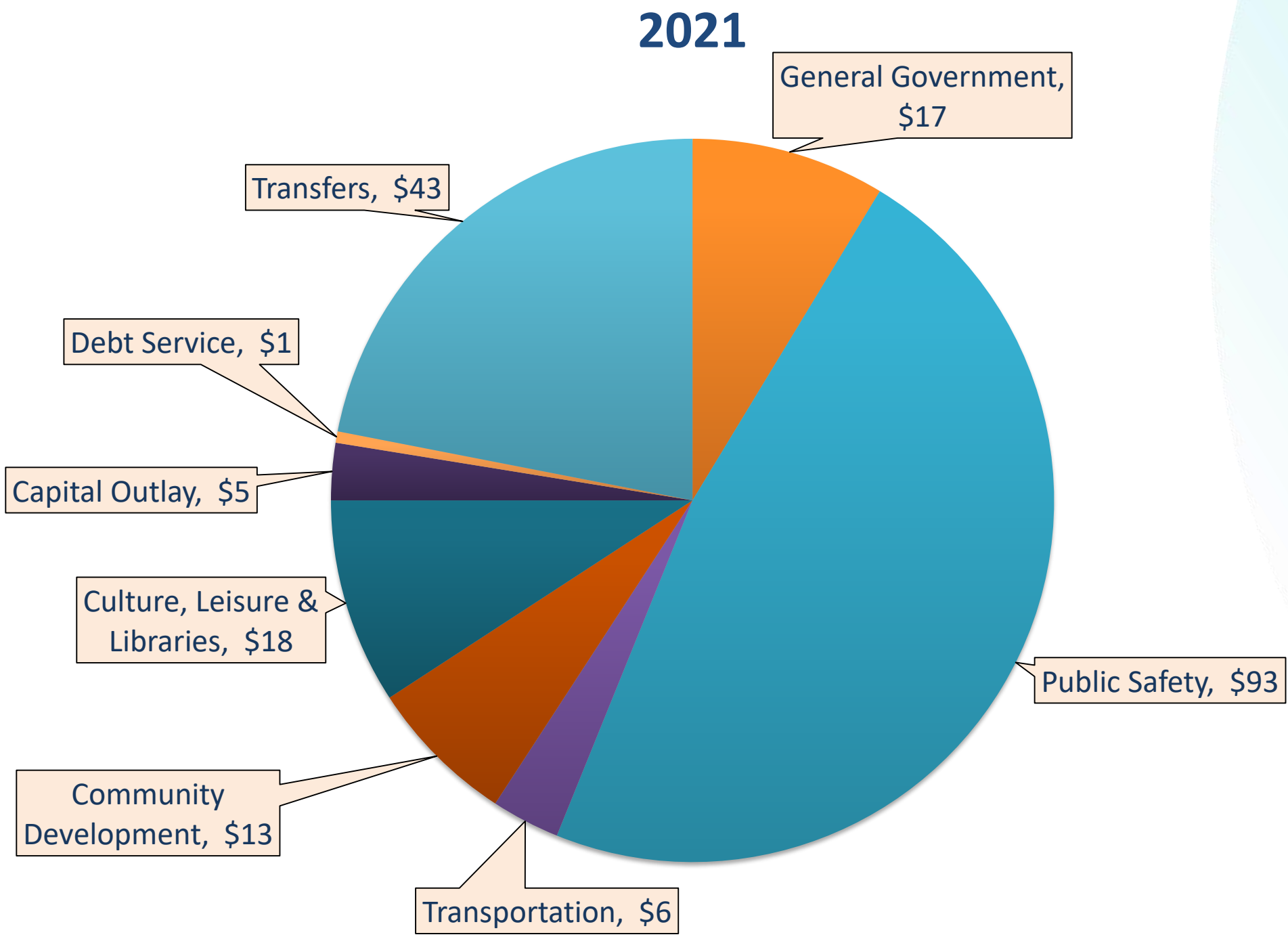
2021



2022



EXPENDITURES - General Fund (\$ millions)



THANK YOU!

Eden C. Casareno
ecasareno@eadiepaynellp.com
909.809.7662





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: February 21, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Carryover of Encumbered Funds from Fiscal Year 2021-22 and Amended Budget Appropriations for Public Works for Fiscal Year 2022-23. (20 minutes)

RECOMMENDATION

That the City Council approve:

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) \$957,184 to the General Fund (101); B) \$232,001 to the Wastewater Fund (611); and C) \$115,181 to the Environmental Resources Fund (631) due to supply chain delays;
2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of \$115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of \$7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and
3. A Fiscal Year 2022-23 budget un-appropriation in the amount of \$5,175,000 from the Water Bond Fund (609).

(The Finance and Governance Committee approved 3-0 and the Public Works and Transportation Committee approved 2-0.)

(This item is not subject to the California Environmental Quality Act.)

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/rEe5hhUsO5A>

BACKGROUND

The City's Public Works Department reviewed its Adopted Budget for Fiscal Year (FY) 2022-23 and is requesting to adjust the budget for various funds for several reasons that have come up since the City Council originally approved the FY operating budget on June 21, 2022. Supply chain delays for equipment ordered in FY 2021-22 but not received by June 30, 2022, is the primary reason for these requests. Additionally, capital projects are no longer being bonded and needed services is another reason.

DISCUSSION

General Fund (101)

Expenditures: Due to supply chain delays in FY 2021-22, some capital equipment ordered was not delivered by June 30, 2022. Therefore, there is a request to roll over the unspent funds from FY 2021-2022 into FY 2022-23 for the purchase and payment of these equipment items.

Streets:

The request to roll over unspent funds of \$616,515 from FY 2021-22 into FY 2022-23 is for the purchase of two Pothole Patch Trucks with PB Loader Corp and for the purchase of a Compact Track Skid Steer with Quinn Company. The fully equipped PB Patch Trucks are the most effective technique for permanent pothole repairs and the anticipated delivery date is June 2023. The Compact Track Skid Steer was delivered on November 28, 2022. This piece of equipment is used for paving application repairs, concrete repairs, and beach sand removal. The City Council previously approved the purchase of these vehicles as follows:

1. Two Pothole Patch Trucks at the November 16, 2021, City Council meeting
2. One Compact Track Skid Steer at the April 19, 2022, City Council meeting

Parks:

Due to supply chain delays in FY 2021-22, some capital equipment ordered was not delivered by June 30, 2022. Therefore, there is a request to rollover the unspent funds of \$213,669 from FY 2021-22 into FY 2022-23 for the purchase and payment of one 4WD Diamond A Equipment tractor and one 6130M John Deere Cab Tractor. These funds were part of the FY 2021-22 General Fund Adopted Budget in the Parks Division.

In addition, there was also non-capital equipment ordered in FY 2021-22 for amenity replacements. However, they were not delivered by June 30, 2022. Therefore, there is a request to roll over the unspent funds of \$127,000 from FY 2021-2022 into FY 2022-23 for the purchase and payment of 62 anti-tamper trash can receptacles from Great Western Recreation.

The following table summarizes the Streets and Parks items noted above:

Table 1.

Fund/Division	Account	Purchase Order #	Vendor	Qty/Item	Amount
General Fund - Streets	1013401-56040	8385	PB Loader Corp.	2 Patch Trucks	\$496,346
General Fund - Streets	1013401-56040	8583	Quinn Company	1 Skid Steer	\$120,169
General Fund - Parks	1013301-56040	8479	Diamond A Equip	1 4WD Tractor	\$79,083
General Fund - Parks	1013301-56040	8511	John Deere Company	1 6130M Cab Tractor	\$134,586
General Fund - Parks	1013301-52400	8620	Great Western Recreation	62 Anti-Tamper Trash Can Receptacles	\$127,000
TOTAL					\$957,184

Available Fund Balance: These funds were budgeted and committed in FY 2021-22 but not spent.

Water Bond Fund (609)

Expenditures: The FY 2022-23 Adopted Budget included Water Bonds totaling \$5.2M as part of the approved 2022-27 City of Oxnard Five Year Capital Improvement Program (CIP). During the development of the 2022-2027 CIP, it was assumed new bonds would be issued in FY 2022-23 to fund various projects. However, due to the prioritization of critical Water CIP projects over others with the limited funding currently available, it was determined new bond issuance

would not be feasible. Therefore, there is a request to unappropriate these funds from FY 2022-23. The option of re-appropriating funds from a different funding source in the future is still available if approved by the City Council.

Table 2.

Fund/ Division	Funding Source	Project #	Project Name	Amount
Water	609 – Water Bonds	C2026	206509 WATER SYS SCADA IMPROV	(\$1,650,000)
Water	609 – Water Bonds	C2115	216508 EXISTING DESALTER UPRDS	(\$2,225,000)
Water	609 – Water Bonds	C2226	226501 CMWD TRANSMISSION MAIN	(\$1,300,000)
TOTAL				(\$5,175,000)

Wastewater Fund (611)

Expenditures: Due to supply chain delays in FY 2021-22, some capital equipment ordered was not delivered by June 30, 2022. Therefore, there is a request to rollover the unspent funds of \$232,001 from FY 2021-22 into FY 2022-23 for the purchase and payment of one Nixon Egli crane truck. This heavy equipment is used by the Wastewater Division as an in-house crane to assist with the removal and installation of pumps and machinery. The City Council previously approved the purchase of this heavy equipment at the March 2, 2021, City Council meeting.

Table 3.

Fund/Division	Account	Purchase Order #	Vendor	Amount
Wastewater	6113615-56040	7989	Nixon-Egli Equipment	\$232,001

Available Fund Balance: These funds were budgeted and committed in FY 2021-22 but not spent.

Environmental Resources (ER) Fund (631)

Expenditures: Due to supply chain delays in FY 2021-22, capital equipment ordered in the amount of \$115,181 was not delivered by June 30, 2022. Therefore, there is a request to roll over the unspent funds from FY 2021-2022 into FY 2022-23 for the purchase and payment of one skid steer and one damper bucket with grapppler for utilization at the Del Norte Material Recovery Facility. The City Council previously approved the purchase of this equipment as follows:

1. One Skid Steer at the April 19, 2022, City Council meeting
2. One Damper Bucket at the April 19, 2022, City Council meeting

The skid steer assists in sorting material on the tipping floor, placing recycled material on the conveyor infeed for processing and assisting in the self-haul area. The damper bucket with grapppler attaches to an existing 950 wheel loader, allowing the wheel loader to quickly reach into the refuse trailer if necessary and remove excess refuse material. This ensures that the maximum weight of the refuse trailer is not exceeded when exiting the facility en route to the landfill for disposal.

Table 4.

Fund/Division	Account	Purchase Order #	Vendor	Qty/Item	Amount
ER	6313636-56040	8583	Quinn Company	1 Skid Steer	\$73,297
ER	6313636-56040	8583	Quinn Company	1 Damper Bucket	\$41,884
TOTAL FOR ER					\$115,181

Available Fund Balance: These funds were budgeted and committed in FY 2021-22 but not spent.

Special Districts Fund (120) and General Fund (101) Contribution

Revenues: Landscape Maintenance Districts (LMDs) require a General Benefit Contribution from the General Fund as identified in the City's Annual Engineer's Report. The FY 2022-23 Adopted Budget includes a transfer from the General Fund to respective LMDs in the total amount of \$197,407. Due to the needed repairs in the expenditures outlined in the next section, an additional General Fund contribution in the amount of \$7,300 is needed for four of the LMDs.

Table 5.

Fund/Division	Amount of General Fund
Special Districts - LMD 14 (California Cove)	\$25
Special Districts - LMD 36 (Villa Santa Cruz & Villa Carmel)	\$5,014
Special Districts - LMD 39 (Sueno/Promesa)	\$444
Special Districts - LMD 51 (Pfeiler)	\$1,817
TOTAL TRANSFERS FROM GENERAL FUND (101) TO SPECIAL DISTRICTS FUND (120)	\$7,300

Expenditures: Due to unidentified maintenance repairs needed on fencing throughout specific LMDs, this request is to fund these repairs for a total amount of \$115,811 of which \$7,300 will be offset from the General Benefit Contribution from the General Fund (101). The Division has received estimates for repairs and the contractor will honor the estimates through the end of February 2023 to account for this budget adjustment process. The Division has also applied for a grant to offset these expenses.

Table 6.

Fund/Division	Funding Source	Services	Amount
Special Districts - LMD 14 (California Cove)	LMD 14 Reserve Balance	Fence Repair	\$321
Special Districts - LMD 36 (Villa Santa Cruz & Villa Carmel)	LMD 36 Reserve Balance	Fence Repair	\$650
		Tree - Grid Pruning	\$59,636

Special Districts - LMD 39 (Sueno/Promesa)	LMD 39 Reserve Balance	Fence Repair	\$22,166
Special Districts - LMD 51 (Pfeiler)	LMD 51 Reserve Balance	Fence Repair	\$3,320
		Tree - Grid Pruning	\$29,718
TOTAL			\$115,811

Available Fund Balance: There are sufficient fund balances from each respective LMD for these additional appropriations in this fiscal year.

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 financial impact of each recommended action is spelled out in the Discussion section that describes that action and also depicted in the following tables.

Fund Name/Number	Carryover/Additional Budget Appropriations for FY 2022-23
General Fund - 101	\$957,184
Wastewater Fund - 611	\$232,001
Environmental Resources Fund - 631	\$115,181
Special Districts Fund - 120	\$115,811
TOTAL CARRYOVER/ADDITIONAL BUDGET APPROPRIATIONS	\$1,420,177

Fund Name/Number	Project Budget Un-appropriations for FY 2022-23
Water Bond Fund - 609	(\$5,175,000)
TOTAL PROJECT BUDGET UNAPPROPRIATIONS	(\$5,175,000)

Fund Name/Number	Appropriation Transfers for FY 2022-23
Special Districts (120) - Transfers In Revenue from General Fund (101)	\$7,300

General Fund (101) - Transfers Out Expense to Special Districts (120)	\$7,300
---	---------

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 and the Public Works and Transportation Committee approved 2-0 on January 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Presentation

Carryover of Encumbered Funds from Fiscal Year 2021-22 and Amended Budget Appropriations for Public Works for Fiscal Year 2022-23

Finance and Governance Committee
Public Works and Transportation Committee
January 24, 2023

City Council
February 21, 2023

Michael L. Wolfe, P.E.
Director of Public Works

That the Finance and Governance Committee recommend that the City Council approve:

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) \$957,184 to the General Fund (101); B) \$232,001 to the Wastewater Fund (611); and C) \$115,181 to the Environmental Resources Fund (631) due to supply chain delays;
2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of \$115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of \$7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and
3. A Fiscal Year 2022-23 budget un-appropriation in the amount of \$5,175,000 from the Water Bond Fund (609).

That the Public Works and Transportation Committee recommend that the City Council approve:

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) \$957,184 to the General Fund (101); B) \$232,001 to the Wastewater Fund (611); and C) \$115,181 to the Environmental Resources Fund (631) due to supply chain delays;
2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of \$115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of \$7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and
3. A Fiscal Year 2022-23 budget un-appropriation in the amount of \$5,175,000 from the Water Bond Fund (609).

That the City Council approve:

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) \$957,184 to the General Fund (101); B) \$232,001 to the Wastewater Fund (611); and C) \$115,181 to the Environmental Resources Fund (631) due to supply chain delays;
2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of \$115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of \$7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and
3. A Fiscal Year 2022-23 budget un-appropriation in the amount of \$5,175,000 from the Water Bond Fund (609).

- City's Public Works Department reviewed its Adopted Budget for Fiscal Year (FY) 2022-23
- Staff is requesting to adjust the budget for various funds for several reasons
 - Supply chain delays for equipment ordered in FY 2021-22 but not received by June 30, 2022 is the primary reason for these requests.
 - Capital projects not anticipated to need bonding this FY
 - Repair services needed in several landscape maintenance districts

GENERAL FUND (101)

Request to rollover unspent funds for \$957,184 from FY 2021-2022 into FY 2022-23 for the purchase and payment of equipment items due to supply chain delays:

- Streets: Two Pothole Patch Trucks for \$496,346
- Streets: One Compact Track Skid Steer for \$120,169
- Parks: One 4WD Tractor for \$79,083
- Parks: One 6130M Cab Tractor for \$134,586
- Parks: 62 Anti-Tamper Trash Can receptacles for \$127,000

WATER BOND FUND (609)

Request to unappropriate unspent project funds for \$5,175,000 from FY 2022-23 due to not issuing new bonds:

- Water: Project 206509 (\$1,650,000)
- Water: Project 216508 (\$2,25,000)
- Water: Project 226501 (\$1,300,000)

City has the option to re-appropriate funds from a different funding source in the future if approved by Council

WASTEWATER FUND (611)

Request to rollover the unspent funds for \$232,001 from FY 2021-2022 into FY 2022-23 for the purchase and payment of heavy equipment due to supply chain delays:

- One Nixon Egli Crane Truck for \$232,001

ENVIRONMENTAL RESOURCES FUND (631)

Request to rollover the unspent funds for \$115,181 from FY 2021-2022 into FY 2022-23 for the purchase and payment of equipment due to supply chain delays:

- One Skid Steer for \$73,297
- One Damper Bucket for \$41,884

SPECIAL DISTRICTS FUND (120)

1. Request to appropriate funds for \$115,811 in FY 2022-23 for repairs needed in several landscape maintenance districts:

- LMD 14 for \$321
- LMD 36 for \$60,286
- LMD 39 for \$22,166
- LMD 51 for \$33,038

2. Request for budget appropriate transfer of \$7,300 in FY 2022-23 from the General Fund to the Special Districts Fund for an increased General Benefit Contribution for these repairs

- Total amount of carryover/additional budget appropriations is \$1,420,177 for all funds
 - General Fund: \$957,184
 - Wastewater Fund: \$232,001
 - Environmental Resources Fund: \$115,181
 - Special Districts Fund: \$115,811
- Total amount of project budget un-appropriations is \$5,175,000
 - Water Bond Fund: (\$5,175,000)
- Total amount of budget appropriations transfers is \$7,300 from General Fund to Special Districts Fund



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: February 21, 2023

TO: City Council

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

SUBJECT: Authorize the Housing Director to Execute HOME and CDBG Loan Agreements with Peoples' Self-Help Housing for Cypress Place at Garden City Phase I, a 90 Unit Affordable Rental Housing Project. (10 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution authorizing the Housing Director to execute a \$1,600,000 HOME Loan Agreement and a \$1,500,000 CDBG Loan Agreement, and any and all related documents thereto, with Peoples' Self-Help Housing for the construction of Phase I of Cypress Place at Garden City, a ninety (90) unit affordable rental housing project located at 5536 and 5482 Cypress Road; and
2. Find that approval of the resolution and the acts authorized therein are exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code sections 21159.21 and 21159.23.

(This item did not originate in Committee.)

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

BACKGROUND

Peoples' Self-Help Housing (PSSH) is a non-profit housing organization that works to provide affordable rental and for-sale housing to low-income households. For the past fifty-two years PSSH has been one of the leading nonprofit housing developers in San Luis Obispo, Santa Barbara, Monterey, and Ventura counties. PSSH has created over 1,200 homeownership opportunities through its "sweat equity" program and has developed over 2,000 rental units. PSSH proposes to develop and operate Cypress Place at Garden City Apartments.

PSSH received Design Development Review Permit approval for Cypress Place at Garden City, a 150-unit affordable rental housing project, on February 3, 2021 and received approval for a Density Bonus Permit on February 18, 2021. The project is located on an All-Affordable Housing Opportunity Program designated site, allowing for a density of up to twenty-four units per acre, not counting Density Bonus. As part of the Density Bonus Permit, PSSH received an additional 20% density, bringing the project to a total of 150 units comprised of 148 affordable rental units for households with incomes between 30% and 80% of area median income for 55 years and 2 manager units.

PSSH is proposing to develop Cypress Place at Garden City Apartments on a 5.24-acre site that is currently occupied by abandoned residential structures and a nursery that will be demolished. The project consists of 148 affordable rental units, comprising 27 one-bedroom units, 73 two-bedroom units, and 48 three-bedroom units, plus 2 two-bedroom manager's units. The units range from 562 to 1,012 square feet in size. On-site amenities include a two-story 7,967 square foot community room with centralized laundry, computer lab, community kitchen and outdoor recreational space.

DISCUSSION

PSSH intends to develop Cypress Place at Garden City in two phases. Phase I will consist of 90 units comprising 89 affordable rental units targeting low-income and farmworker families earning between 30% and 80% of the area median income, one manager unit and all of the Project's proposed amenities. In Phase II, PSSH will develop the remaining 60 units they are entitled which consists of 59 affordable rental units, 1 manager unit, and parking.

PSSH has successfully obtained a majority of the funding necessary to develop Phase I. The primary funding sources come from the California Department of Housing and Community Development which will provide a \$36,287,635 forgivable equity loan under the new Housing Accelerator Program and an \$8,180,344 loan under the Joe Serna Farmworker Housing Program. The United States Department of Agriculture also agreed to provide a \$5,000,000 loan to the Project. PSSH also plans to take out a \$13,000,000 permanent loan.

While the majority of the funding needed to complete the Project has been obtained from varying Federal and State resources, a financial gap still exists. To address the gap, PSSH submitted a funding application requesting \$1,600,000 in HOME funds and \$1,500,000 in CDBG funds to close the gap and make the Project viable. The total development costs for the Project are \$66,134,167. Internal staff and consultation fees will not be part of the permanent loan structure as they are separate funds in support of the project that are identified for HUD-compliance purposes.

Staff seeks authorization for the Housing Director to execute HOME and CDBG Loan Agreements and companion necessary documents with Peoples Self Help Housing. The Loan Agreements provide the following terms:

1. HOME Loan Amount of \$1,600,000 and CDBG Loan amount of \$1,500,000;
2. Both loans will carry a fifty-year term and charge 3% simple interest;
3. Regulatory agreement terms of twenty-years for the HOME Loan and five-years for the CDBG Loan; and
4. Repayment of the City Loan will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred developer fee, and partnership management fee, with 50% of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan.

The development will have fifteen HOME restricted units for twenty years. The HOME-assisted units will require financial reporting and analysis annually to comply with HOME program regulations. Monitoring fees for the twenty years of the HOME program are included in the Developer's Budget.

If approved by Council, the loan documents would be executed by the Housing Director and PSSH concurrently with the close of construction financing, which is anticipated in February 2023. Additionally, any material changes to either of the Loan Agreements will be brought back to City Council for review and consideration.

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 no financial impact to the General Fund for adoption of this recommendation. The Housing Department has the available HOME and CDBG program funds necessary to fund the loans. To reflect the funds in the associated projects and as part of the Council's consideration of Housing's mid-year reallocation budget, staff is seeking Council's approval for the use of \$1,655,900 in HOME funding (which includes \$55,900 for internal staff, and consulting fees), and \$1,527,500 in CDBG funding (which includes \$27,500 for internal staff, and consulting fees) for Cypress Place activities described in this report.

For Finance Use Only: \$1,655,900 - HOME Fund (Org. 2028105), Project # TBD, \$1,527,500 (Org. 2018105), Project # TBD

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. HOME Loan Agreement, Promissory Note, and Regulatory Agreement
2. Presentation
3. HOME-CDBG Loans Resolution

HOME LOAN AGREEMENT

Between

CITY OF OXNARD

and

CYPRESS PLACE AT GARDEN CITY, L.P.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. DEFINITIONS AND EXHIBITS	2
Section 1.1 Definitions.....	2
Section 1.2 Exhibits.	6
ARTICLE 2. LOAN PROVISIONS	6
Section 2.1 Loan.	6
Section 2.2 Interest.....	7
Section 2.3 Use of Loan Funds.	7
Section 2.4 Security.	7
Section 2.5 Conditions Precedent to Disbursement of Loan Funds.....	7
Section 2.6 Repayment Schedule.....	8
Section 2.7 Non-Recourse.	8
Section 2.8 Subordination.	9
ARTICLE 3. CONSTRUCTION OF THE IMPROVEMENTS	9
Section 3.1 Schedule of Performance.	9
Section 3.2 Permits and Approvals.....	9
Section 3.3 Commencement of Construction.	10
Section 3.4 Completion of Construction.....	10
Section 3.5 Compliance with Applicable Laws.	10
Section 3.6 Equal Opportunity.....	11
Section 3.7 Minority and Women-Owned Contractors.	12
Section 3.8 Construction Responsibilities.	12
Section 3.9 Mechanics Liens, Stop Notices, and Notices of Completion.....	12
Section 3.10 Inspections.	13
Section 3.11 Approved Financing Plan.	13
Section 3.12 Development Fee.	13
Section 3.13 Marketing Plan.....	14
ARTICLE 4. LOAN REQUIREMENTS.....	14
Section 4.1 HOME Match and Per Unit Subsidy Requirement.....	14
Section 4.2 Financial Accountings and Post-Completion Audits.....	14
Section 4.3 Annual Operating Budget.	15
Section 4.4 Information.	15
Section 4.5 Records.	15
Section 4.6 City Audits.	16
Section 4.7 HOME Requirements.....	16
Section 4.8 Hazardous Materials.	21
Section 4.9 Maintenance and Damage.....	22
Section 4.10 Fees and Taxes.....	22
Section 4.11 Operation of Development as Affordable Housing.	23
Section 4.12 Nondiscrimination.....	23
Section 4.13 Transfer.	24

TABLE OF CONTENTS

	<u>Page</u>
Section 4.14 Insurance Requirements.....	25
Section 4.15 Anti-Lobbying Certification.	25
Section 4.16 Affordability and Project Monitoring.	25
ARTICLE 5. DEFAULT AND REMEDIES.....	26
Section 5.1 Events of Default.	26
Section 5.2 Remedies.	27
Section 5.3 Right of Contest.	28
Section 5.4 Remedies Cumulative.	28
ARTICLE 6. GENERAL PROVISIONS	28
Section 6.1 Relationship of Parties.	28
Section 6.2 No Claims.	29
Section 6.3 Indemnification.	29
Section 6.4 Non-Liability of City Officials, Employees and Agents.	29
Section 6.5 No Third Party Beneficiaries.	29
Section 6.6 Conflict of Interest.	29
Section 6.7 Notices, Demands and Communications.	30
Section 6.8 Amendments.	31
Section 6.9 Action by City.....	31
Section 6.10 Applicable Law and Venue.....	31
Section 6.11 Parties Bound.	31
Section 6.12 Attorneys' Fees.....	32
Section 6.13 Severability.	32
Section 6.14 Force Majeure.	32
Section 6.15 Waivers.	32
Section 6.16 Title of Parts and Sections.	33
Section 6.17 Entire Understanding of the Parties.	33
Section 6.18 Multiple Originals; Counterpart.....	33
Exhibit A: Legal Description of the Property	
Exhibit B: Schedule of Performance	
Exhibit C: Insurance Requirements	

HOME LOAN AGREEMENT

This HOME Loan Agreement (the “**Agreement**”) is dated as of _____, 2023, (the “**Effective Date**”), and is made by and between the City of Oxnard, a municipal corporation (the “**City**”) and Cypress Place at Garden City, L.P., a California limited partnership (the “**Borrower**”). The City and the Borrower shall collectively be referred to hereinafter as the “**Parties**”.

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The City has received Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“**HUD**”) pursuant to the Cranston-Gonzales National Housing Act of 1990 (“**HOME Funds**”). The HOME Funds must be used by the City in accordance with 24 C.F.R. Part 92 (the “**HOME Regulations**”).

C. The Borrower owns that certain real property located at 5536 and 5482 Cypress Road, Oxnard, California 93030, as more particularly described in Exhibit A (the “**Property**”). Borrower intends to construct one hundred fifty (150) units of affordable housing, including two (2) managers’ units, (the “**Improvements**”) on the Property in two phases: (1) the first phase will consist of development of ninety (90) units of affordable housing including one (1) manager’s unit (“Phase 1”), and (2) the second phase will consist of development of sixty (60) units of affordable housing including one (1) manager’s unit. The Property and the Improvements are collectively referred to as the “**Development**.”

D. Borrower desires to borrow from the City and the City desires to lend to Borrower One Million Six Hundred Thousand Dollars (\$1,600,000) of HOME Funds (the “**Loan**”) for eligible activities for Phase 1 of the Development as allowed under 24 C.F.R. 92.206. The Loan will be evidenced by the Note and secured by the Deed of Trust, as defined below.

E. The Loan is being made to finance the construction costs associated with Phase 1 of the Development. The Development will increase the supply of affordable rental housing in City of Oxnard. Due to the assistance provided to Borrower pursuant to this Agreement, the City has designated fifteen (15) units as HOME-assisted units (each such unit a “**HOME-Assisted Unit**”), which Units are “floating” Units as defined in 24 C.F.R. 92.252(j). The HOME-Assisted Units are required to include four (4) one-bedroom Units, size (6) two-bedroom Units, and five (5) three-bedroom Units, of which nine (9) will be designated as High HOME Units, and six (6) will be designated as Low HOME Units.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, Borrower and City hereby agree as follows:

AGREEMENT

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) **“Annual Financial Statement”** means the financial statement for each calendar year prepared at Borrower’s expense and prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants reasonably acceptable to Lender, which shall form the basis for determining the Residual Receipts.

(b) **“Affiliate”** means an entity that is Controlling or Controlled by Borrower.

(c) **“Agreement”** means this HOME Loan Agreement, as such may be amended from time to time.

(d) **“Annual Operating Expenses”** means with respect to a particular calendar year the following costs reasonably and actually incurred for operation and maintenance of the Development, using generally accepted accounting principles: debt service currently due on a non-optional basis (excluding debt service due from residual receipts, cash flow or surplus cash of the Development) on loans associated with development of the Development and approved by the City in the Approved Financing; property and other taxes and assessments imposed on the Development; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, trash collection, gas, and electricity; maintenance and repair, including but not limited to, pest control, landscaping and grounds maintenance, painting and decorating, cleaning, common systems repairs, general repairs, janitorial supplies and maintenance oversight fee; any annual license or certificate of occupancy fees required for operation of the Development; general administrative expenses including, but not limited to, advertising and marketing, security services and systems, professional fees for legal, audit, accounting and tax returns; bookkeeping fees, property management fees not to exceed eight percent (8%) of gross revenues from the Development plus reimbursements including on-site manager costs and reimbursements which are standard in the industry; reasonable fees for any services required to be provided by any other lender set forth on the Financing Plan; any fees or costs in connection with resident/social services provided; social services oversight fee in a reasonable amount given comparable fees for such services at that time; cash deposited into a reserve for capital replacements of Development improvements in such reasonable amounts as are approved by Senior Lenders to the Development; any current and accrued annual partnership management fee, or similar fee, paid to the managing general partner of the Borrower, with annual earnings in an amount not to exceed Thirty-Three Thousand Dollars (\$33,000) increasing annually by three percent (3%); payment of any previously unpaid portion of the Development Fee due; cash deposited into an operating reserve in such reasonable amounts as are approved by Senior Lenders to the Development; repayment of any advances or loans made by a partner to fund operating shortfalls; extraordinary operating costs specifically approved by the City; and other ordinary and reasonable operating expenses not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

(e) **“Annual Payment”** has the meaning set forth in Section 2.6(a).

(f) **“Approved Financing”** means all of the following loans, grants and equity obtained by Borrower and approved by the City for the purpose of financing the Development, which include the following loans: construction loan from Wells Fargo Community Lending and Investment in the approximate amount of \$50,869,702, a forgivable loan from the State of California Housing Accelerator Program in the approximate amount of \$36,287,635, a permanent loan from California Community Reinvestment Company in the approximate amount of \$13,100,000, the Serna Loan, the City HOME Loan, the City CDBG Loan, any other financing approved by City in writing, and any refinancing of any such loan in an amount not to exceed the then outstanding principal balance of such loan plus closing costs.

(g) **“Approved Financing Plan”** means the financing plan approved by the City.

(h) **“Borrower”** has the meaning set forth in the first paragraph of this Agreement.

(i) **“Certificate of Completion”** means the final Certificate of Completion issued by the City on the Completion of Construction.

(j) **“City”** has the meaning set forth in the first paragraph of this Agreement.

(k) **“City Council”** means City of Oxnard's City Council.

(l) **“City CDBG Loan”** means the loan to Borrower from the City made concurrently herewith under the Community Development Block Grant program in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000), and collectively with the City HOME Loan, the “City Loans.”

(m) **“City HOME Loan”** means the Loan from the City hereunder in the original principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000), and collectively with the City CDBG Loan, the “City Loans.”

(n) **“Closing”** means the date that the Deed of Trust is recorded against the Borrower's interest in the Property.

(o) **“Commencement of Construction”** has the meaning set forth in Section 3.3.

(p) **“Completion Date”** means the date that all of the following have occurred: (1) a temporary or final certificate of occupancy, or equivalent document is issued by the City to certify Completion of Construction; (2) the final disbursement of HOME funds for the Development has been made; (3) the City has verified that Phase 1 of the Development complies with the property standards set forth in 24 CFR 92.251 and all other requirements in Subpart F of the HOME Regulations; and (4) all project completion information has been entered by the City into the Integrated Disbursement and Information System (IDIS). City shall process completion information promptly after receiving complete information from the Borrower.

(q) **“Completion of Construction”** has the meaning set forth in Section 3.4.

(r) **“Control”** means (1) direct or indirect management or control of the managing member or members in the case of a limited liability company; (2) direct or indirect management or control of a general partner or general partners in the case of a partnership; and (3) direct or indirect control of a majority of the directors in the case of a corporation

(s) **“Deed of Trust”** means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, dated as of _____, 2023, among Borrower, as trustor, _____ Title Company as trustee, and the City, as beneficiary, that will encumber the Borrower's interest in the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(t) **“Default Rate”** has the meaning set forth in Section 5.2(a)(4).

(u) **“Development Fee”** means that Development Fee approved by City.

(v) **“Development”** has the meaning set forth in Recital C.

(w) **“Escrow”** means the escrow account established by the Borrower for the closing of Development financing with _____ Title Company at its office located at _____, CA, or another escrow company satisfactory to the City.

(x) **“Event of Default”** has the meaning set forth in Section 5.1.

(y) **“Final Cost Certification”** has the meaning set forth in Section 4.2(b).

(z) **“Gross Revenue”** means for each calendar year, all revenue, income, receipts, and other consideration actually received by Borrower from operation and leasing of the Development. Gross Revenue includes, but is not limited to: (i) all rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income to Borrower; (ii) the proceeds of business interruption or similar insurance; (iii) the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds); (iv) condemnation awards for a taking of part or all of the Development for a temporary period. Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

(aa) **“Hazardous Materials”** has the meaning set forth in Section 4.8.

(bb) **“Hazardous Materials Claims”** has the meaning set forth in Section 4.8.

(cc) **“Hazardous Materials Law”** has the meaning set forth in Section 4.8.

(dd) **“High HOME Units”** mean HOME-Assisted Units rented in accordance with the limits set forth in 24 C.F.R. § 92.252(a).

(ee) **“HOME”** means the HOME Investment Partnerships Act Program pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.), as amended.

(ff) **“HOME-Assisted Units”** has the meaning set forth in Recital E.

(gg) **“HOME Funds”** has the meaning set forth in Recital B.

(hh) **“HOME Percentage”** means: (i) while the Serna Loan is made and outstanding, twenty-seven and forty-eight hundredths percent (27.48%) of the Lenders' Share of Residual Receipts; and (ii) if the Serna Loan is not made or at such time as the Serna Loan has been fully satisfied, all of the Lenders' Share of Residual Receipts. Further, in allocation of the paydown of the two City Loans, the priority of repayment shall be first repayment in full of the City HOME Loan, and thereafter repayment in full of the City CDBG Loan.

(ii) **“HOME Reporting Term”** means the period beginning on the date of this Agreement and ending on the twentieth (20th) anniversary of the Completion Date, unless sooner terminated in accordance with this Agreement.

(jj) **“HOME Loan Term”** means the period beginning on the date of this Agreement and ending on the fifty-fifth (55th) anniversary of the Completion Date, unless sooner terminated in accordance with this Agreement.

(kk) **“HOME Regulations”** has the meaning set forth in Recital B.

(ll) **“Housing Director”** means the Housing Director of the City.

(mm) **“HUD”** has the meaning set forth in Recital B.

(nn) **“Improvements”** has the meaning set forth in Recital C.

(oo) **“Lenders' Share of Residual Receipts”** means fifty percent (50%) of the Residual Receipts.

(pp) **“Loan”** has the meaning set forth in Recital D.

(qq) **“Loan Documents”** means this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.

(rr) **“Low HOME Units”** mean HOME-Assisted Units rented in accordance with the limits set forth in 24 C.F.R. § 92.252(b).

(ss) **“Marketing Plan”** has the meaning set forth in Section 3.13.

(tt) **“NEPA”** has the meaning set forth in Recital F.

(uu) **“Note”** means the promissory note, dated as of _____, 2023, that evidences Borrower's obligation to repay the Loan.

(vv) **“Notice of Completion”** means the Notice of Completion executed by Borrower in the form specified in California Civil Code Section 8182.

(ww) **“Permitted Transfer”** has the meaning set forth in Section 4.13(c).

(xx) **“Property”** has the meaning set forth in Recital C.

(yy) **“Regulatory Agreement”** means the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of _____, 2023, between the City and Borrower related to the Loan, to be recorded against the Borrower's interest in the Property.

(zz) **“Residual Receipts”** in a particular calendar year shall mean the amount by which Gross Revenue exceeds Annual Operating Expenses.

(aaa) **“Schedule of Performance”** means the schedule for performance as set forth in the attached Exhibit B.

(bbb) **“Senior Lender”** means any lender, its successors and assigns, making a loan under the Approved Financing, except for the State of California and the City of Oxnard.

(ccc) **“Senior Lien”** has the meaning set forth in Section 2.4.

(ddd) **“Serna Loan”** means the loan to Borrower from the Joe Serna, Jr. Farmworker Housing Grant Program in the approximate amount of \$8,180,344 .

(eee) **“Tenant”** means the tenant household that occupies a unit in the Development.

(fff) **“Transfer”** has the meaning set forth in Section 4.13.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property

Exhibit B: Schedule of Performance

Exhibit C: Insurance Requirements

Exhibit D: Disbursement Schedule

ARTICLE 2. LOAN PROVISIONS

Section 2.1 Loan.

Subject to the satisfaction of the conditions set forth in this Article, the City shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

Section 2.2 Interest.

Simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of simple interest at three percent (3%) commencing on the date of each disbursement.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the Loan funds to pay for the predevelopment activities and construction costs for Phase 1 of the Development as set forth in the Approved Financing Plan and consistent with 24 C.F.R. Section 301(b). Borrower shall not use the Loan funds for any other purpose without the prior written consent of the City. Borrower agrees and acknowledges that no portion of the Loan funds may be used to assist any portion of the Development not restricted for occupancy by low-income households.

(b) During the entire HOME Reporting Term, the Borrower shall comply with the applicable HOME Regulations, the Regulatory Agreement, and this Agreement in the use of the Loan funds

Section 2.4 Security. The Deed of Trust will secure the Loan. At the Closing, the Deed of Trust shall be recorded against the Borrower's interest in the Property. Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and causing or permitting it to be recorded as a lien against the interest in the Property in lien position junior to the liens and regulatory agreements related to the loans made by Senior Lenders and the State of California and such other exceptions reasonably authorized by the Housing Director (each, a "**Senior Lien**") provided the conditions in Section 2.8 are met. Borrower shall also cause or permit the Regulatory Agreement to be recorded against the interest in the Property, in a lien position junior to each Senior Lien provided the conditions in Section 2.8 are met.

Section 2.5 Conditions Precedent to Disbursement of Loan Funds.

(a) Disbursement of Loan proceeds shall not exceed One Million Six Hundred Thousand Dollars (\$1,600,000). The disbursement shall be made in accordance with the Disbursement Schedule attached hereto as Exhibit D, and each disbursement shall be approved by the City prior to such disbursement based upon documentation submitted to the City by Borrower; provided that the City shall not be obligated to make any disbursements of Loan funds or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior disbursement of Loan funds:

(1) The Borrower has caused to be executed and delivered to the City all Loan Documents and any other instruments, and policies required under the Loan Documents;

(2) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the Office of the Recorder of the County of Ventura through the Closing of Escrow as liens subject only to each Senior Lien; and

(3) A title insurer reasonably acceptable to the Housing Director is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of insurance insuring the lien priority of the Deed of Trust in the amount of the Loan, subject only to each Senior Lien and such exceptions and exclusions as may be reasonably acceptable to the City and containing such endorsements as the Housing Director may reasonably require.

(b) Notwithstanding any other provisions of this Agreement, the City shall have no further obligation to disburse any portion of the Loan to Borrower under this Agreement following: (i) termination of this Agreement; (ii) notification by the City to the Borrower of an Event of Default (excluding any Event of Default of the City) under terms of this Agreement until such time as the Event of Default has been cured.

Section 2.6 Repayment Schedule.

(a) Annual Payments. Commencing on July 1st of the first year after the City's issuance of a Certificate of Completion for the Improvements and on July 1st of each year thereafter through the HOME Loan Term, Borrower shall make a Loan payment in an amount equal to the HOME Percentage of Lenders' Share of Residual Receipts for the previous calendar year (each, an “**Annual Payment**”). On or before each Annual Payment, the Borrower shall submit its Annual Financial Statement to the City for the preceding calendar year, and shall provide the City with any other documentation reasonably requested by the City to substantiate the Borrower's determination of Residual Receipts. The City shall apply all Annual Payments first, to accrued interest, and second, to principal. The Borrower may retain fifty percent (50%) of Residual Receipts.

(b) Special Repayment for Un-Leased HOME-Assisted Units. As required under 24 C.F.R. 92.252, if Borrower fails to lease any one of the HOME-Assisted Units within eighteen (18) months of the Completion of Construction, the Borrower shall repay to the City a proportionate share of the indebtedness of Borrower to the City under this Agreement and the Note attributable to each of the HOME-Assisted Units that has remained un-leased for the entire eighteen (18) month period, which amount shall be immediately due and payable.

(c) Payment in Full. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (1) the City's acceleration of the Note in accordance with Section 5.2 hereof; and (2) the expiration of the HOME Loan Term.

(d) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement will remain in effect for the entire HOME Reporting Term, and the Deed of Trust will remain in effect for the entire HOME Loan Term, regardless of any prepayment.

Section 2.7 Non-Recourse. Except as provided below, the Borrower shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the Note and defaults by the Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note and of all the rights and

remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower's obligation to indemnify the City under this Agreement, or liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Borrower's interest of the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Development.

Section 2.8 Subordination. The Deed of Trust shall be subordinated to each Senior Lien and to other liens approved by the Housing Director securing financing set forth in the Approved Financing Plan, if any, but only on condition that all of the following conditions are satisfied:

(a) All of the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide construction and/or permanent financing for the Development.

(b) The subordination agreement(s) must be structured to minimize the risk that the Deed of Trust would be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by the Borrower, including: (i) providing the City or its successor with copies of any notices of default at the same time and in the same manner as provided to the Borrower; and (ii) providing the City with a cure period to cure any default.

(c) The subordination(s) described in this section may be effective only during the original term of the Senior Lien and any refinancing of the Senior Lien.

ARTICLE 3. CONSTRUCTION OF THE IMPROVEMENTS

Section 3.1 Schedule of Performance.

Borrower shall perform the tasks described in the Schedule of Performance no later than the dates set forth in the Schedule of Performance, subject to Section 6.14, and as may be modified from time to time by the Housing Director.

Section 3.2 Permits and Approvals.

The Improvements shall be developed substantially in accordance the terms and conditions of the land use permits and approvals and building permits for the Development, including any variances granted. Borrower shall construct the Development in conformance with the plans and specifications approved by the City. Any changes in the work required to be performed under this

Agreement, including any additions, changes, or deletions to the plans and specifications, shall be approved by the Housing Director.

Section 3.3 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development no later than the date set forth in the Schedule of Performance, which in no event shall be any later than twelve (12) months from the Effective Date. For the purposes of this Agreement, “**Commencement of Construction**” means the date set for the start of construction of the Development in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.4 Completion of Construction.

The Borrower shall diligently prosecute to completion the construction of Phase 1 the Development (“Completion of Construction”) no later than the date set forth in the Schedule of Performance. Borrower shall record a Notice of Completion within ten (10) days of Completion of Construction and provide the City a copy of the recorded Notice of Completion. The City shall provide the Borrower the Certificate of Completion.

Section 3.5 Compliance with Applicable Laws.

(a) Compliance with Laws. To the extent applicable, Borrower shall cause all work performed in connection with the Development to be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter including without limitation and to the extent applicable, (1) the property standards set out in 24 C.F.R. 5.701 et seq. and 24 C.F.R. 92.251 or adopted by the City in conformance therewith; and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work will proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower shall be responsible to the agency for the procurement and maintenance thereof, as may be required of Borrower and all entities engaged in work on the Development.

(b) Prevailing Wages.

(1) This Agreement has been prepared with the intention that the financial assistance provided by the City under this Agreement meets the exception set forth in Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds. However, to the extent another funding source for the Development or a future court decision or a Department of Industrial Relations determination requires the payment of prevailing wages on the Development and related requirements under the Labor Code, then the Borrower shall pay prevailing wages on the Development and meet other related requirements under the Labor Code in the construction of the Development.

(2) Without limiting the generality of the indemnification set forth in Section 6.3 below, the Borrower shall indemnify, to the extent not prohibited by applicable law,

the City, its councilmembers, commissioners, officials, employees and agents, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Borrower, or its contractors or subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., and prevailing wage requirements of the federal Davis-Bacon Act (40 USC 3141-3148), to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the performance of the development activities or any other work undertaken or in connection with the Property. The requirements in this subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

(c) Section 3 Training Opportunities. The prime contractor and all subcontractors shall be required to comply with the Section 3 Training Opportunities set forth in Section 4.7(b)(10)(C) of this Agreement.

(d) Accessibility Requirements. The Borrower shall construct the Development to comply with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, Title 24 of the California Code of Regulations and the Uniform Federal Accessibility Standards (“UFAS”). In compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), a minimum of four (4) Units, representing five percent (5%) of the Units in the Development, shall be constructed to be readily accessible and usable by households with a mobility impaired member and a minimum of two (2) Units, representing two percent (2%) of the Units in the Development) shall be constructed and to be readily accessible and usable by households with a hearing or visually impaired member. All Units in the Development shall also be built to comply with the Uniform Federal Accessibility Standards under 49 C.F.R. 31528.

Section 3.6 Equal Opportunity.

(a) During the construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, gender identity, marital status, familial status, disability, national origin or ancestry, or source of income, in the hiring, firing, promoting or demoting of any person engaged in the construction work.

(b) In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. A faith-based organization that is a recipient or subrecipient of HOME funds is eligible to use such funds as provided under the federal regulations without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering

religious art, icons, scriptures, or other religious symbols. In addition, a HOME program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(c) Nothing in this Section prohibits the Borrower from requiring HOME-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 3.7 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Ventura County of bid opportunities for the construction of the Development. Documentation of such notifications must be maintained by Borrower and available to the City as requested.

Section 3.8 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Development will take place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the City, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Development.

Section 3.9 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the City or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section or obtain a surety bond, then in addition to any other right or remedy, the City may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the City may require Borrower to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution

thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or Notice of Completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the City, but the City has no obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Development.

Section 3.10 Inspections.

(a) The Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the Development by the City and by public authorities during reasonable business hours upon forty-eight (48) hours' written notice for the purposes of determining compliance with this Agreement, provided, however, that nothing in this Agreement shall entitle the City to enter an occupied unit in the Development without notice to the tenant thereof, which the Borrower shall deliver on behalf of the City, and permission from such tenant to the extent such permission is required by law. Such inspections do not relieve the Borrower, or its contractors, from any applicable requirement to obtain other City inspections in connection with the construction of the Improvements.

(b) After the completion of an inspection the City shall deliver a copy of the inspection report to the Borrower. If the City determines as a result of such inspection that there are any life-threatening health and safety related deficiencies, Borrower has the obligation to correct such deficiencies immediately, in accordance with 24 C.F.R. 92.251. If the City determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Borrower shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible. In addition, the Borrower acknowledges that the City may re-inspect the Development to verify all deficiencies have been corrected or rely on third party documentation submitted by the Borrower for non-hazardous deficiencies in conformance with 24 C.F.R. 92.504(d).

Section 3.11 Approved Financing Plan.

As of the date of this Agreement, the City has approved the Approved Financing Plan, and which may amend from time to time as approved by the Housing Director.

Section 3.12 Development Fee. The maximum development fee to be paid to the Borrower (or any other organization or entity, including any entity Controlled by the Borrower) for development and construction management services shall be in the amount approved by the City as it may be revised from time to time. Except for the Development Fee, compensation paid under the construction contract for the Improvements, no compensation from any source shall be received by or be payable to the Borrower, any entity Controlled by the Borrower or any general partner of Borrower in connection with the provision of development and construction management services for the construction of the Improvements

Section 3.13 Marketing Plan.

(a) No later than six (6) months prior to the projected date of the Completion of Construction, Borrower shall submit to the City for approval its plan for marketing the Development to income-eligible households as required pursuant to the Regulatory Agreement, including information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a) (the “**Marketing Plan**”). To the extent permitted by law, the Marketing Plan shall: (1) at initial lease-up with respect to the HOME-Assisted Units, provide the City with a thirty (30) calendar day priority to refer rental applicants under its Affordable Housing Interest List; and (2) on an on-going basis and to the extent permitted by law, provide first priority to people who live or work in the City to rent the HOME-Assisted Units. Except as otherwise set forth above, HOME-Assisted Units shall be rented to eligible households on a first-come, first-served basis.

(b) Upon receipt of the Marketing Plan, the City will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) business days after submission. If the Marketing Plan is not approved, Borrower shall submit a revised Marketing Plan within fifteen (15) business days. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the City.

(c) If after five (5) months after the Completion of Construction any HOME-Assisted Unit remains unoccupied, the Borrower shall submit a detailed report of the ongoing marketing efforts, and if deemed appropriate by the City, any necessary amendments or updates to the Marketing Plan aimed at ensuring any unoccupied HOME-Assisted Unit is promptly leased. If any of the HOME-Assisted Units remain unoccupied eleven (11) months after the Completion of Construction, the Borrower shall submit a detailed report of the ongoing marketing efforts and submit to the City an update to the Marketing Plan. Failure to lease all of the HOME-Assisted Units to an eligible tenant within eighteen (18) months of Completion of Construction shall trigger the special repayment pursuant to Section 2.6(b).

ARTICLE 4. LOAN REQUIREMENTS

Section 4.1 Per Unit Subsidy Requirement. The total amount of the Loan may not exceed the maximum per unit subsidy for HOME-Assisted Units amount established under 24 C.F.R. §92.250.

Section 4.2 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following Completion of Construction, Borrower shall provide to the City a financial accounting of all sources and uses of funds for the Development. No later than one hundred fifty (150) days following Completion of Construction, Borrower shall submit to the City a copy of the cost certification report prepared by the Borrower's accountant showing the sources and uses of all funds utilized for the Development Improvements

(b) This requirement may be satisfied by providing the Final Cost Certification to the City. “**Final Cost Certification**” means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that has been prepared using generally accepted accounting procedures in effect in the United States from time to time, consistently applied.

Section 4.3 Annual Operating Budget.

At the beginning of each year of the HOME Loan Term, Borrower shall provide to the City an annual budget for the operation of the Development.

Section 4.4 Information.

Borrower shall provide any information related to the Development reasonably requested by the City in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 4.5 Records.

(a) Borrower shall keep and maintain at the Development, or at the corporate offices of the Borrower's general partner, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts, and disbursements of Residual Receipts. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement. All applicable financial documents are to be kept and maintained in accordance with generally accepted accounting principles consistently applied. All such books, records, and accounts shall at reasonable times be open to and available for inspection and copying by HUD, the City, its auditors or other authorized representatives at reasonable intervals during normal business hours and forty-eight (48) hours' prior written notice to Borrower. Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements. Copies of all tax returns and other reports that Borrower may be required to furnish to any governmental agency are to be open for inspection by the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. The records are to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in such a form as to allow the City to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken with the use of the Loan funds;

(2) Records demonstrating compliance with City and HUD property standards and lead-based paint requirements, including, as applicable, the Uniform Physical Conditions Standards established by HUD pursuant to 24 C.F.R. 5.703;

(3) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(4) Financial records as required by 24 C.F.R. 92.505, and Uniform Grant Guidance (2 C.F.R. Part 200);

(5) Records demonstrating compliance with the Tenant Selection Plan requirements pursuant to 24 C.F.R. 92.253(d), and HOME affordability and income requirements;

(6) Records demonstrating compliance with MBE/WBE requirements;

(7) Records demonstrating compliance with 24 C.F.R. Part 75 which implements Section 3 of the Housing Development Act of 1968;

(8) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(9) Records demonstrating compliance with applicable labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(10) Records demonstrating compliance with 24 C.F.R. 8.20.

(b) The City shall notify Borrower of any records it deems insufficient. Borrower has thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 4.6 City Audits.

Each year, Borrower shall provide the City with a copy of Borrower's annual audit, which shall include information on all of Borrower's activities (if any) and not just those pertaining to the Development. In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all of Borrower's books, records, and accounts pertaining thereto and the Borrower and the Borrower's general partners shall submit all other financial information pertaining to the Development as is reasonably requested by the City or determined by the City as necessary for compliance with the requirements of 24 C.F.R. 504(d). Borrower shall also follow audit requirements of the Single Audit Act and Uniform Grant Guidance (UGG) 2 C.F.R. Part 200. Such audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit by the City, the City shall deliver a copy of the results of such audit to Borrower.

Section 4.7 HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Loan funds as set forth in 24 C.F.R. Part 92, including the requirements of the Regulatory Agreement during the HOME Reporting Term. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern. During the HOME Reporting Term, these requirements are federal requirements, implemented by the City.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

(1) Eligible Project Costs. Restrictions on funding only eligible project costs as defined under 24 C.F.R. 92.206 (subject to Section 2.3 above).

(2) Environmental and Historic Preservation. 24 C.F.R. Part 50 and 24 C.F.R. Part 58, which prescribe procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24.

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608, Executive Order 13672 concerning gender identity.

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35 and 24 C.F.R. 92.355.

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. If and to the extent applicable, Borrower shall prepare and submit a relocation plan to the City for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the City), and hold harmless the City against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development.

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 *et seq.*) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Uniform Federal Accessibility Standards (24 C.F.R. 8.20, *et seq.* 8.51) and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 *et seq.*), and federal regulations issued pursuant thereto.

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(9) Uniform Administrative Requirements. The provisions of 2 C.F.R. 200 regarding Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards.

(10) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) and implementing Regulations at 24 C.F.R. 75 (“**Section 3**”).

(A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 1701(u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. 135 *et seq.*, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(C) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Borrower shall ensure:

(i) that employment and training opportunities arising in connection with the Development are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) participants in YouthBuild programs; and

(ii) that contracts for work awarded in connection with the Development are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above

should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Development, and (ii) participants in YouthBuild programs.

(D) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(E) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 135 *et seq.*, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. 135 *et seq.* The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. 135 *et seq.*

(F) The contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. 135 *et seq.* require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. 135 *et seq.*

(G) Borrower will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth in subsection (C) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(H) Borrower shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the City to comply with the reporting requirements of 24 C.F.R. 75.25.

(I) Borrower shall require all contractors and subcontractors performing work on the Development to comply with the Section 3 requirements.

(J) Noncompliance with HUD's regulations in 24 C.F.R. 135 *et seq.* may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(11) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except

permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(12) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(13) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87.

(14) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the City. Borrower shall not alter or move the discovered material(s) until all appropriate procedures for “post-review discoveries” set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(15) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the “**Flood Act**”). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(16) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257.

(17) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

(18) Physical Needs Assessment. During the HOME Reporting Term, the Borrower shall conduct, or caused to be conducted, a physical needs assessment on the Development once every five (5) years from the date that the Construction of the Development is completed. The Borrower shall comply with all HUD requirements for conducting and documenting the physical needs assessment and shall provide the City with a copy of all documentation related to each physical needs assessment conducted, or caused to be conducted, by the Borrower.

(19) VAWA Requirements. The requirements of the Violence Against Women Act at 24 C.F.R. part 5, subpart L. The owner of HOME-assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-assisted unit.

Section 4.8 Hazardous Materials.

(a) Borrower shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” or “toxic substances” under any applicable federal or state laws or regulations (collectively referred to hereinafter as “**Hazardous Materials**”) except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the City in writing if at any time it receives written notice of: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, (“**Hazardous Materials Law**”); (2) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (1) and (2) above are hereinafter referred to as “**Hazardous Materials Claims**”); and (3) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The City has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to

have its reasonable attorneys' fees in connection therewith paid by Borrower, provided that no such payment of attorney's fees will be required if the Hazardous Materials Claims arise as a result of the activities of the City. Borrower shall indemnify and hold harmless the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans and (3) all reasonable costs and expenses incurred by the City in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (A) losses attributable to diminution in the value of the Property; (B) loss or restriction of use of rentable space on the Property; (C) adverse effect on the marketing of any rental space on the Property; and (D) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

(d) Without the City's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims.

Section 4.9 Maintenance and Damage.

The Borrower hereby agrees that, prior to completion of the Improvements, the portions of the Property undergoing construction shall be maintained in a neat and orderly condition to the extent practicable and in accordance with industry health and safety standards, and that, once the Improvements are completed, the Development shall be well maintained by the Borrower as to both external and internal appearance of the Improvements, the common areas, and the open spaces. The Borrower shall maintain the Development in good repair and working order, and in a neat, clean and orderly condition, including the walkways, driveways, alleyways and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements.

Section 4.10 Fees and Taxes.

The Borrower shall apply for and shall thereafter use good faith efforts to obtain an exemption from local property taxes pursuant to Section 214(g) of the California Revenue and Taxation Code. The Borrower shall pay all unabated real property taxes on the Development, personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or the Borrower's fee interest in the Property; provided, however, that the Borrower shall have the right to contest in good faith any such taxes, assessments, or charges. In the event the Borrower exercises its right to contest any tax, assessment, or charge against it, the Borrower,

on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 4.11 Operation of Development as Affordable Housing.

(a) Promptly after Completion of Construction and for the HOME Reporting Term, Borrower shall operate the Development as an affordable housing development consistent with: (1) HUD's requirements for use of the HOME Funds; (2) the Regulatory Agreement; and (3) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the City HOME Loan.

(b) Before leasing any HOME-Assisted Unit in the Development, Borrower shall submit its proposed form of lease agreement for the City's review and approval. The lease must not contain any provision which is prohibited by 24 C.F.R. 92.253(b) and any modifications thereto. The initial term of the lease for any HOME-Assisted Unit in the Development will be for no less than one (1) year, except by mutual agreement between Borrower and the Tenant. Any Borrower termination of a lease agreement for any HOME-Assisted Unit in the Development or refusal to renew must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

(c) Before leasing any HOME-Assisted Unit in the Development, Borrower shall provide the City, for its review and approval, with Borrower's written tenant selection plan (the "**Tenant Selection Plan**"), which plan shall be in compliance with the requirements of 24 C.F.R. 92.253(d), and the Marketing Plan.

(d) Borrower shall evaluate the income eligibility of each Tenant household in a HOME-Assisted Unit within sixty (60) days before the household's expected occupancy of one of the HOME-Assisted Units. For all HOME-Assisted Units, Borrower shall certify or cause the property manager to certify each tenant household's income on an annual basis.

(e) Borrower shall maintain all documents setting forth the household income of each household occupying a HOME-Assisted Unit, and the total amount for rent, utilities, and related services charged to each household occupying a HOME-Assisted Unit, as prescribed by the Regulatory Agreement and all other recorded regulatory restrictions.

Section 4.12 Nondiscrimination.

Borrower herein covenants by and for itself, its heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. Borrower shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of

the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The foregoing covenant will run with the land.

Section 4.13 Transfer.

(a) Definition. For purposes of this Agreement, “**Transfer**” means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement; and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term “Transfer” excludes the leasing of a Unit in the Development to an occupant in compliance with the Regulatory Agreement, and the leasing of any unrestricted units. The Housing Director is authorized to execute assignment and assumption agreements on behalf of the City to implement any approved Transfer.

(b) Prohibition. Except as expressly permitted in this Agreement, the Borrower represents and agrees that the Borrower shall not make or create, or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the City.

(1) The limitations on Transfers set forth in this Section shall apply throughout the HOME Loan Term.

(2) Any Transfer made in contravention of this Section shall be void and shall be deemed to be a default under this Agreement whether or not the Borrower knew of or participated in such Transfer.

(c) Permitted Transfers. Notwithstanding the foregoing, the following permitted Transfers shall be permitted and are hereby approved by the City (each a “**Permitted Transfer**”):

(1) Any Transfer permitted pursuant to the Approved Financing Plan.

(2) Any Transfer directly resulting from the foreclosure of a lien of loan set forth in the Approved Financing Plan or the granting of a deed in lieu of foreclosure of a lien of a loan set forth in the Approved Financing Plan.

(3) Any Transfer of stock or equity in any party that does not change management or operational Control of the Borrower, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.

(4) The lease of residential units in the Development consistent with this Agreement and the Regulatory Agreement.

(5)

Section 4.14 Insurance Requirements.

Borrower shall maintain the insurance coverage as specified in Exhibit C throughout the HOME Loan Term.

Section 4.15 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 4.16 Affordability and Project Monitoring.

(a) Throughout the HOME Reporting Term, the Borrower shall comply with all applicable record keeping and monitoring requirements set forth in (24 C.F.R. Section 92.508) of the HOME Regulations and shall annually complete and submit to the City income and rent certifications for the HOME-Assisted Units in a format reasonable acceptable to the City, which acceptable format shall include the report of such information delivered to TCAC

(b) Representatives of the City (and HUD or its authorized representatives) shall be entitled to enter the Property upon at least forty-eight (48) hours' notice at reasonable times to monitor compliance with this Agreement, to inspect the records of the Development with respect to the HOME-Assisted Units, and to conduct an independent audit of such records. The Borrower agrees to cooperate with the City in making the Property available for such inspection. If for any reason the City is unable to obtain the Borrower's consent to such an inspection, the Borrower understands and agrees that the City may obtain, at the Borrower's expense, an administrative

inspection warrant or other appropriate legal order to obtain access to and search the Property. The Borrower agrees to maintain records in a business-like manner and to make such records available to the City upon forty-eight (48) hours' notice at reasonable times. Unless the City otherwise approves, such records shall be maintained for the most recent five years until five years after the expiration of the HOME Reporting Term.

(c) Throughout the HOME Loan Term, the Borrower grants the City inspection rights as set forth in Section 3.10 above, and throughout the HOME Reporting Term, Borrower shall make best efforts to allow the City to comply with all applicable physical monitoring requirements set forth in (24 C.F.R. Section 92.504(d) and 24 C.F.R. 92.251) of the HOME Regulations.

ARTICLE 5. DEFAULT AND REMEDIES

Section 5.1 Events of Default.

(a) Subject to Section 6.14, each of the following constitutes an “**Event of Default**” by Borrower under this Agreement:

(1) Failure to Construct. Failure of Borrower to obtain permits, commence, and prosecute to completion, construction of the Development within the times set forth in the Schedule of Performance, subject to extensions for reasons of force majeure under Section 6.14.

(2) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) days of when such payment is due pursuant to the Loan Documents.

(3) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Borrower, which notice provides reasonable detail of the default and the required cure for such default.

(4) Failure to Comply with the Marketing Plan. Failure to comply with the Marketing Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Borrower, which notice provides reasonable detail of the default and the required cure for such default.

(5) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and Borrower fails to cure such default within forty-five (45) days after receipt of written notice thereof from the City to Borrower, if Borrower is incapable of curing a default within such forty-five (45) day period, the City will give the Borrower one hundred twenty (120) days to cure such default provided Borrower has commenced to cure within such forty-five (45) day period and is diligently proceeding to cure such default through the end of such period; provided, however, that if a different period or notice requirement is specified under any other section of this Article 5, the specific provisions shall control.

(6) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(7) Insolvency. A court having jurisdiction makes or enters any decree or order: (1) adjudging Borrower to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (1) to (4), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (5) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

(8) Assignment; Attachment. Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

(9) Suspension; Termination. Borrower or its general partner shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stopped or terminated the operation of their business; (3) the Borrower shall have the operation of the partnership voluntarily or involuntarily dissolved, suspended or terminated by the State of California.

(10) Unauthorized Transfer. Any Transfer other than as permitted pursuant other than a permitted under this Agreement.

(11) Failure to Timely Lease. Failure of Borrower to lease all of the HOME-Assisted Units within eighteen (18) months of the Completion of Construction unless Borrower makes the repayment required under Section 2.6(b) above.

(12) Applicability to General Partners. The occurrence of any of the events set forth in subsection (7), subsection (8), or subsection (9) in relation to any of the Borrower's general partners.

Section 5.2 Remedies.

(a) Upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the City: (1) is relieved of any obligation to make or continue the Loan; and (2) has the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(1) Acceleration of Note. The City may cause all indebtedness of Borrower to the City under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment,

demand, protest or notice of protest or dishonor. The City may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the City as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the City on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the City in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(2) Specific Performance. The City has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(3) Termination. The City has the right to terminate this Agreement and, at its sole option, to seek any remedies at law or equity available hereunder.

(4) Right to Cure at Borrower's Expense. The City shall have the right to cure any monetary default by the Borrower under a loan in connection with the Development. The Borrower agrees to reimburse the City for any funds advanced by the City to cure a monetary default by the Borrower upon demand therefor, together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law (the “**Default Rate**”) from the date of expenditure until the date of reimbursement.

Section 5.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

Section 5.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement, or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy will be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 6. GENERAL PROVISIONS

Section 6.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Borrower or its

agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regard to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 6.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the City by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the lease of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 6.3 Indemnification.

The Borrower agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless the City and its authorized elected officials, officers, employees, agents and volunteers (“**Indemnities**”) from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the City on account of any claim except where such indemnification is prohibited by law. The Borrower's indemnification obligation does not apply to the City's gross negligence or willful misconduct. This indemnification provision is not intended to and does not limit, negate, modify, nullify, or change the nonrecourse provisions of this Agreement or any other agreement, document, instrument, certificate or covenant executed by Borrower. The provisions of this Section will survive the expiration of the HOME Loan Term and the reconveyance of the Deed of Trust.

Section 6.4 Non-Liability of City Officials, Employees and Agents.

No council member, official, employee or agent of the City is personally liable to Borrower in the event of any default or breach by the City or for any amount that may become due to Borrower or its successor or on any obligation under the terms of this Agreement.

Section 6.5 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 6.6 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 6.6(b) below who exercises or has exercised any functions or responsibilities

with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or financial benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 6.6(a) is followed.

(b) The conflict of interest provisions of Section 6.6(a) above applies to any person who is an employee, agent, consultant, officer of the City, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this Section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 92.356.

Section 6.7 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City of Oxnard

Housing Department
435 South D Street
Oxnard, CA 93030
Attn: Housing Director

With copy to:

City of Oxnard
Office of the City Attorney
305 West Third Street
Oxnard, CA 93030
Attn: City Attorney

BORROWER:

Cypress Place at Garden City, L.P.
c/o Peoples' Self-Help Housing Corporation

Attn: CEO and President

With copy to:

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 6.8 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The Housing Director is authorized to execute on behalf of the City amendments to the Loan Documents or amended and restated Loan Documents as long as any material change in the amount or terms of this Agreement is approved by the City Council.

Section 6.9 Action by City.

Except as may be otherwise specifically provided in this Agreement or another Loan Document, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under this Agreement or another Loan Document, such action may be given, made, or taken by the Housing Director, or by any person who shall have been designated in writing to the Borrower by the City, without further approval by the City Council. The City also authorizes the Housing Director or his or her designee to execute the other Loan Documents, estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents and subordination agreements substantially consistent with the terms of Section 2.8 above. Any such action shall be in writing. The Borrower acknowledges that nothing in this Agreement (including any approval by the Housing Director in accordance with this Agreement) shall limit, waive, or otherwise impair the authority and discretion of: (i) the City's Community Development Department, in connection with the review and approval of the proposed construction plans for the Development (or any change to such plans), or any use, or proposed use, of the Property; (ii) the City's issuance of a building permit; or (iii) any other office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Development.

Section 6.10 Applicable Law and Venue.

This Agreement is governed by the laws of the State of California. Any action brought claiming a breach of this Agreement or interpreting this Agreement shall be brought in and venue shall be in Ventura County, California.

Section 6.11 Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto except that there shall be

no Transfer of any interest by any of the Parties hereto except pursuant to the terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

Section 6.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 6.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of god; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; supply chain delays; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Borrower' contractor, will necessitate delays; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental City or entity (other than the acts or failure to act of the City); or any other causes (other than the Borrower's inability to obtain financing for the Improvements) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) business days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) business days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by the City and the Borrower. In no event shall the cumulative delays during the HOME Loan Term of this Agreement exceed one hundred eighty (180) days, unless otherwise agreed to by the Parties in writing. As allowed under Section 6.9 of this Agreement, the Housing Director at the Housing Director's reasonable discretion may extend the cumulative delay limit without need for additional City Council approval.

Section 6.15 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by

the City to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 6.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 6.17 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the Parties with respect to the Loan.

Section 6.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

(Signatures appear on following page)

IN WITNESS WHEREOF, City and Borrower have caused this Agreement to be executed by their respective duly authorized officers.

LENDER:

THE CITY OF OXNARD

Emilio Ramirez, Housing Director

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Michael More, Human Resources/Risk
Manager

BORROWER:

CYPRESS PLACE AT GARDEN CITY,
L.P., a California limited partnership

By: Cypress Place at Garden City LLC, a
California limited company
Its: Managing General Partner

By: Peoples' Self-Help Housing Corporation,
a California nonprofit public benefit
corporation
Its: Sole Member/Manager

By: Kenneth Trigueiro
Its: Chief Executive Officer and President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN:

EXHIBIT A

EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT C-1

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

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

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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-F.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

EXHIBIT D
DISBURSEMENT SCHEDULE

PROMISSORY NOTE

Oxnard, California

\$1,600,000

_____, 2023

FOR VALUE RECEIVED, Cypress Place at Garden City, L.P., a California Limited Partnership (“Borrower”), whose address is _____, California, hereby promises to pay to the order of the City of Oxnard, a municipal corporation (“Lender”), whose address is 435 South D Street, Oxnard, California 93030, the principal amount equal to One Million Six Hundred Thousand Dollars (\$1,600,000), or so much thereof as may be advanced by Lender to Borrower, together with interest thereon, as set forth below.

1. **PURPOSE.** In order to assist Borrower in developing the first phase of one-hundred fifty (150) affordable rental housing units and two (2) managers’ units located at 5536 and 5482 Cypress Road, Oxnard, California (“Project”), Lender has agreed to loan the amount of One Million Six Hundred Thousand Dollars (\$1,600,000) which are derived from funds received by the Lender from the United States Department of Housing and Urban Development through the HOME Investment Partnerships Program.

2. **BORROWER’S OBLIGATION.** This promissory note (“Note”) evidences Borrower’s obligation to pay Lender the principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000) (“Loan”) for the HOME Funds loaned to Borrower by Lender for the specific uses designated in a loan agreement between Borrower and Lender dated _____, 2023 (“Loan Agreement”).

3. **INTEREST.** Subject to Section 4, this Note shall bear simple interest at the rate of three percent (3%) per annum from the date of the first disbursement under the Loan Agreement and Note. Interest is not compounding.

4. **DEFAULT INTEREST.** In the Event of Default by Borrower of any of its obligations under this Note or the Loan Documents, Borrower shall pay to Lender interest on the outstanding principal of this Note, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, in addition to the interest rate provided in Section 3 above, from the date of the Event of Default until the date that the Event of Default is cured or the Loan is repaid in full. The default interest shall be paid monthly and is due to the County on the first day of each month.

5. **AMOUNT AND TIME OF PAYMENT.** The principal and interest of the Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the recordation of a notice of completion issued for Phase 1 of the Project, or (b) the date the Property is sold or otherwise transferred, except, if Borrower is a limited partnership and the affordability covenants are maintained for the duration of the original City affordability period, for a transfer to the general partner(s) of the Borrower or, a Lender approved affiliate thereof, or (c) Borrower has failed to commence construction as set forth in Section 3.3 of the Loan Agreement, or (d) an event of default by Borrower, as defined in Section 5.1 of the Loan Agreement, which has not been cured as provided for in Section 5.2 of the Loan Agreement. Annual loan payments on the Loan shall be made in accordance with Section 7 hereof. In the event of default by Borrower, as defined in Section 5.1 of the Loan Agreement, which has not been cured as provided for in Section 5.2 of the Loan Agreement, the principal and all current and accrued interest shall be due and payable in accordance with Section 9 of this Note. See also Section 5.2 Lender’s Remedies in

the Loan Agreement. In any event, the principal and all current and accrued interest shall be due and payable no later than _____, 2078.

6. **DEFINITIONS.** Unless otherwise defined, all capitalized terms in this Note shall have the definition ascribed to such terms in the Loan Agreement.

7. **PAYMENTS.** All accrued interest and principal shall be due and payable in accordance with the terms set forth in Section 5. Commencing on July 1st of the first year after the City's issuance of a Certificate of Completion for Phase 1 of the Project and on July 1st of each year thereafter through the HOME Loan Term, Borrower shall make a Loan payment in an amount equal to the HOME Percentage of Lenders' Share of Residual Receipts for the previous calendar year (each, an "**Annual Payment**"). The Borrower shall provide the City with its Annual Financial Statement and any other documentation reasonably requested by the City to substantiate the Borrower's determination of Annual Payment. The City shall apply all Annual Payments first, to accrued interest, and second, to principal.

In the event that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, no later than within twenty (20) days of notice of such understatement. In the event that Lender determines that there has been an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall pay to Borrower the amount of overpayment promptly, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest and request an audit by an independent CPA.

8. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective Payment Dates thereof shall be legal tender for the payment of public and private debts.

9. **DEFAULT AND ACCELERATION.** This Note is secured by a Deed of Trust. All covenants, conditions and agreements contained in the Deed of Trust and the Loan Agreement are hereby made a part of this Note. Borrower agrees that the principal and all current and accrued interest, shall, at the option of Lender, be immediately due and payable upon any event of default as defined in the Loan Agreement which has not been cured pursuant to that Loan Agreement, including without limitation the failure of Borrower to make any payment when due. Upon any event of default, Lender may exercise any other right or remedy permitted under this Note and the Loan Documents. Notwithstanding anything to the contrary contained in the Loan Documents, Lender hereby agrees that any cure of any event of default made or tendered by Borrower's limited partners shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

10. **PREPAYMENT OF LOAN.** No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amounts prior to the end of the term described herein. However, prepayment of the Loan during the term of the Regulatory Agreement shall require Lender approval and shall not affect Borrower's obligations under the Regulatory Agreement.

11. **NO OFFSET.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

12. **WAIVERS.** All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this Note, if any.

13. **CONSENTS AND APPROVALS.** Any consent or approval of Lender required under this Note shall not be unreasonably withheld or delayed.

14. **NOTICES.** Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to Borrower at the principal office of Borrower set forth below, or at such other place or places as Borrower shall designate in writing, from time to time, for the receipt of communications from Lender. Copies of all notices which are sent to Borrower under the terms of the Loan Documents shall also be sent to Borrower's limited Partner at the address below.

BORROWER: Cypress Place at Garden City, L.P.
c/o Peoples' Self-Help Housing Corporation

Attn: CEO and President

With copy to:

15. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of Borrower and Lender.

16. **GOVERNING LAW.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

17. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. **TIME.** Time is of the essence in this Note.

19. **WAIVER.** Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

20. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing, and shall be made only if executed by both Borrower and Lender.

21. **NONRECOURSE.** Except as expressly provided in the second paragraph of this Section 21, the Borrower, and the Borrower's partners, officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, this Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, nothing contained in the foregoing limitation

of liability shall (i) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Lender, or (ii) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability to the extent of actual damages for (i) Borrower's fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges (which are not contested by the Borrower in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; (iv) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; (v) the Borrower's indemnification obligations under the Loan Agreement; and (vi) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

22. LOAN AGREEMENT CONTROLS. In the event that any provisions of this Note and the Loan Agreement conflict, the terms of the Loan Agreement shall control.

(signature appears on following page)

BORROWER:

CYPRESS PLACE AT GARDEN CITY, L.P.,
a California limited partnership

By: Cypress Place at Garden City LLC, a California limited liability company, its Managing General Partner

By: Peoples' Self-Help Housing Corporation, a California nonprofit public benefit corporation, its Sole Member/Manager

By: _____
Kenneth Trigueiro
Chief Executive Officer and President

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

No recording fee pursuant to California
Government Code Section 27383

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY HOME LOAN REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This City HOME Loan Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is made as of this _____ day of _____, 2023, by and between the City of Oxnard, a municipal corporation (the "Lender"), and Cypress Place at Garden City, L.P., a California limited partnership (the "Owner").

RECITALS

A. The Owner owns a parcel of real property located 5536 and 5482 Cypress Road, Oxnard, California 93033, as more particularly described in Exhibit A (the "**Property**") upon which the Owner intends to construct one hundred fifty (150) units of affordable housing, including two (2) managers' units in two phases: (1) the first phase will consist of development of ninety (90) units of affordable housing including one (1) manager's unit ("Phase 1"), and (2) the second phase will consist of development of sixty (60) units of affordable housing including one (1) manager's unit (the "**Project**").

B. The Lender has received HOME Investment Partnerships Program funds ("HOME Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low-income persons and families.

C. Owner has received a loan from Lender in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000) in HOME Funds to provide financing for construction of Phase 1 of the Project (the "City HOME Loan").

D. As further consideration for this funding and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the

Project. The covenants in this Agreement are intended to run with the land and be binding on the Owner and its successors and assigns in the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the aforementioned funding, the Owner and the Lender hereby agree as follows:

1. DEFINITIONS

All initially capitalized terms in this Agreement shall have the definition ascribed to such terms in the City HOME Loan Agreement. Some of the following terms are defined in the City HOME Loan Agreement and repeated here for convenience of reference. Where such terms are not defined in the City HOME Loan Agreement, the following terms have the meanings and content set forth in this section wherever used in this Agreement or attached exhibits.

1.1 **“ANNUAL INCOME”** means the definition of Annual Income as more particularly defined at 24 CFR 5.609.

1.2 **“AREA MEDIAN INCOME”** means the area median income for Ventura County Metropolitan Statistical Area as determined from time to time by the United States Department of Housing and Urban Development (“HUD”) and published by HCD, adjusted for family size.

1.3 This section intentionally left blank.

1.4 **“CITY HOME LOAN”** means the loan of HOME Funds in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000) made by the Lender to the Owner to finance certain development costs of the Project pursuant to the City HOME Loan Agreement and the City HOME Loan Note.

1.5 **“CITY HOME LOAN AGREEMENT”** is the loan agreement executed by and between the Owner and the Lender, setting forth the terms and conditions governing the City HOME Loan.

1.6 **“CITY HOME LOAN DEED OF TRUST”** means that certain deed of trust, assignment of rents, and security agreement placed on the Property and the improvements to be constructed thereon as security for the City HOME Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.7 **“CITY HOME LOAN DOCUMENTS”** are collectively the City HOME Loan Agreement, the City HOME Loan Note evidencing the City HOME Loan, the City HOME Loan Deed of Trust securing the City HOME Loan Note, and this Agreement as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.8 **“CITY HOME LOAN NOTE”** means the promissory note executed by the Owner in favor of the Lender in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000) evidencing the City HOME Loan, which is secured by the City HOME Loan Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note.

1.9 **“HOME-ASSISTED UNIT”** means any of the fifteen (15) Units on the Property designated by the Owner as “floating” HOME units with restricted occupancy and rents pursuant to and subject to the requirements of this Agreement. A “floating” unit must have the HOME-assisted designation, must be occupied by HOME income-eligible tenants, and must be at least comparable in terms of size, features and number of bedrooms to the units originally designated at initial occupancy, although the specific unit(s) so designated may vary with availability. A unit shall not be considered a HOME-Assisted Unit until the Unit has been constructed and made available for occupancy. Nine (9) HOME-Assisted Units will be designated as “High HOME Units” rented in accordance with the limits set forth in 24 C.F.R. § 92.252(a), and six (6) HOME-Assisted Units will be designated as “Low HOME Units” rented in accordance with the limits set forth in 24 C.F.R. § 92.252(b).

1.10 **“LOW-INCOME HOUSEHOLD”** means a household, as defined in 24 CFR 92.2.

1.11 **“LENDER”** is the City of Oxnard, a municipal corporation, and its authorized representatives, officers, officials, directors, employees, and agents.

1.12 This section intentionally left blank.

1.13 **“OWNER”** means Cypress Place at Garden City, L.P., a California limited partnership.

1.14 **“PROJECT”** means the construction, operation and management of the Property and the improvements to be constructed thereon according to the terms of the City HOME Loan Agreement.

1.15 **“PROPERTY”** means the real property located at 5536 and 5482 Cypress Road, Oxnard, California as more particularly described in Exhibit A attached hereto and incorporated herein, including the improvements constructed thereon pursuant to the City HOME Loan Agreement.

1.16 **“QUALIFYING HOUSEHOLD”** means a household that qualifies as a Low-Income Household or Very Low-Income Household, as defined herein. A Qualifying Household who meets the definition of Veteran must be given a preference to be first considered for a vacancy or may be moved to the top of a waiting list, if applicable. “Veteran” is defined as the Head of Household or Spouse who has served in active duty in the United States Armed Forces for a minimum of six (6) continuous months, and if separated from military service, received other than dishonorable discharge. The veteran preference will also be given to a surviving

spouse or registered domestic partner of a deceased veteran, as defined herein. Verification of veteran status will be by the submittal of a copy of the veteran's DD-214.

1.17 **“QUALIFYING RENT”** means the total monthly charges for rent, which shall not exceed

a) a “Low HOME” Rent that does not exceed 30 percent (30%) of the adjusted income of a family whose annual income equals fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit and smaller and larger families, or

b) a “High HOME” Rent that does not exceed 30 percent (30%) of the adjusted income of a family whose annual income equals sixty percent (60%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit and smaller and larger families.

HOME rents are not required to be lower than the HOME rent limits for the project in effect on the date of this Agreement.

In accordance with 24 CFR 92.252(d), if the tenant pays for utilities and services (excluding telephone, television and Internet services), then the Qualifying Rent shall be reduced by the maximum monthly allowance for utilities and services using the annual HUD Utility Schedule Model or other annual utility schedule as determined by the Lender.

1.18 This section intentionally left blank.

1.19 **“TENANT”** means a household occupying a Unit.

1.20 **“TERM”** means the period of time during which the HOME-Assisted Units must meet the affordability requirements imposed under the HOME Program, commencing upon project completion in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) and terminating twenty (20) years from the date of the issuance of a certificate of occupancy issued for Phase 1 of the Project plus six months.

1.21 **“UNIT”** means a housing unit in the Project.

1.22 **“VERY LOW-INCOME HOUSEHOLD”** means a household, as defined in 24 CFR 92.2.

2. TERM AND COMPLIANCE

2.1 COMPLIANCE WITH CITY HOME LOAN DOCUMENTS. The Owner's actions with respect to the Property and the use of funds from the City HOME Loan shall at all times be in full conformity with all of the requirements of the City HOME Loan Documents, including but not limited to the insurance requirements contained therein.

2.2 TERM OF AGREEMENT. This Agreement shall commence upon project completion in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) and terminate twenty (20) years from the date of the issuance of a certificate of occupancy for Phase 1 of the Project. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

2.3 COMPLIANCE WITH PROGRAM REQUIREMENTS. The Owner shall comply with all requirements imposed on projects assisted under the HOME Program in effect on the date the City HOME Loan is executed by all parties, and as may be amended from time to time.

3. PROJECT OCCUPANCY AND RENTS

3.1 OCCUPANCY OF PROJECT. A total of fifteen (15) Unit(s) in the Project shall be designated as HOME-Assisted. Each HOME-Assisted Unit must be occupied, or reserved for occupancy by Qualifying Household(s).

3.2 HOME-ASSISTED UNITS. The Owner shall limit for the full Term of this Agreement the rental of fifteen (15) HOME-Assisted Unit(s) to Qualifying Households at Qualifying Rents that do not exceed the maximum rental charges for each HOME-Assisted Unit as set forth in Section 1.17 and 3.4 herein. The HOME-Assisted Unit(s) shall be designated as “floating” so the HOME-Assisted Unit(s) may change over time as long as the total number and type of HOME-Assisted Units in the Project remains constant.

The HOME-Assisted Unit(s) shall meet the following standards:

- A. Consist of five (5) one-bedroom units, five (5) two-bedroom units and five (5) three-bedroom units, nine (9) of which will be designated as High HOME Units, and six (6) of which will be designated as Low HOME Units;
- B. Be similarly constructed and of comparable quality to all other Units in the Project and be dispersed throughout the Project; and
- C. Provide Tenants of HOME-Assisted Units access and enjoyment of all common areas and facilities of the Project on the same basis as Tenants of other Units.

3.3 OTHER PROJECT UNITS. The Project shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 USC 3601-3619), implemented at 24 CFR Part 100, Subpart D. Within thirty (30) days after Owner has completed the construction of the Project, Owner shall submit satisfactory documentation of compliance with these requirements, including, but not limited to, a certification from the Project architect documenting the unit numbers and type of accessibility features of no less than two (2) units accessible for mobility impairments and one (1) unit accessible for either hearing or visual impairments.

3.4 MAXIMUM RENTAL CHARGES.

A. Maximum rental charges for the HOME-Assisted Units shall not exceed the Qualifying Rent as defined above in Section 1.17 and Section 3.2.

B. The Qualifying Rent for each HOME-Assisted Unit shall be set by the Lender at the time of initial occupancy of the Project. Annual increases in Qualifying Rents shall be calculated based on the change in Area Median Income published annually by HUD. At least sixty (60) calendar days prior to increasing Qualifying Rents on any HOME-Assisted Unit on the Project, Owner shall submit to the Lender for review and approval a written request for such increase. Tenants of Home-Assisted Units shall be given at least thirty (30) days written notice prior to any increase in Qualifying Rents, consistent with state law. Lender shall approve such request if the increased Qualifying Rents will comply with all applicable HOME Program requirements.

3.4.1 OCCUPANCY DEADLINES. Owner shall ensure that each HOME-Assisted Unit is occupied by an eligible tenant in accordance with the deadlines for occupancy set forth at 24 CFR 92.252. Eligible tenants shall occupy each HOME-Assisted Unit within eighteen (18) months from the completion of construction of the Project, evidenced by the recording of a notice of completion and securing Certificate(s) of Occupancy. In the event that any HOME-Assisted Unit is not occupied by an eligible tenant five (5) months after the date of the issuance of a certificate of occupancy, Owner shall submit to Lender within ten (10) days a detailed record of its marketing efforts and comply with Lender's requests for additional information pertaining to the marketing efforts. In the event any HOME-Assisted Unit is not occupied by eligible tenants within seventeen (17) months after the date of the issuance of a certificate of occupancy, then this shall constitute an Event of Default. On or before the last day of the seventeenth (17th) month after the date of the issuance of a certificate of occupancy, Lender shall give written notice to Owner in accordance with Section 6.2 herein. Owner shall have thirty (30) days from receipt of such notice to cure the breach, but in any event shall cure the breach before the end of the eighteenth (18th) month after the date of the issuance of a certificate of occupancy.

3.5 INCOME CERTIFICATION.

The Annual Income levels and other qualifications of applicants for HOME-Assisted Units shall be certified by Owner no earlier than six (6) months prior to the Qualifying Household's expected occupancy of a HOME-Assisted Unit and recertified annually thereafter by the Owner, in compliance with 24 CFR 92.203.

A.Initial Annual Income Verification. Before the Qualifying Household occupies a HOME-Assisted Unit, the Owner shall verify that the Annual Income calculated in an Annual Income certification is accurate by taking both of the following steps as a part of the verification process:

- (1) Third Party Verification: All third parties (e.g., employer, Social Security Administration, public assistance agency, etc.) are contacted in writing to obtain written verification of Annual Income; and
- (2) Review of Documents: The Qualifying Household provides documents verifying their Annual Income (e.g., pay stubs, tax returns, etc.), which are to then be retained in the Project files.

B. Annual Income Recertification. At the time of lease renewal or pursuant to an annual schedule adopted by the Owner, and no later than the one-year anniversary of the initial Annual Income verification and annually thereafter, Owner shall recertify the Annual Income of each Tenant occupying a HOME-Assisted Unit using the method as described in Section 3.5.A, above.

3.6 INCREASES IN QUALIFYING HOUSEHOLD INCOMES. In the event that recertification of a previously-Qualifying Household's Annual Income indicates that the Annual Income exceeds the maximum designated for a Unit reserved for a Qualifying Household, the Owner may increase rents on such Unit only as permitted by HUD in accordance with regulations regarding "over-income tenants" at 24 CFR 92.252(i). If the previously-Qualifying Household's income exceeds eighty-percent (80%) of AMI, then the unit occupied by the previously-Qualifying Household no longer qualifies as a HOME-Assisted Unit and the next available unit of comparable size and amenities or larger must be designated as the replacement HOME-Assisted Unit.

4. LEASING THE PROJECT

4.1 TENANT LEASES. The Owner shall execute a written lease with Tenants of HOME-Assisted Units for a term of at least one year, unless the Owner and the Tenant mutually agree to a shorter period. A lease may not be for a period less than thirty (30) days. The Tenant lease and any changes thereto must be approved by Lender.

A. The Owner shall include in leases for all HOME-Assisted Units provisions which provide that a Qualifying Household is subject to annual certification of Annual Income and that the tenancy of the Qualifying Household shall be terminated as soon as possible in accordance with state law should one or more of the Qualifying Household's members misrepresent any material fact regarding the Qualifying Household's qualification as a Low- or Very Low-Income Household, as the case may be. The Owner shall include in all leases for HOME-Assisted Units provisions which prohibit the Qualifying Household from subleasing the HOME-Assisted Unit.

B. In addition to executing a lease for a HOME-Assisted Unit, the Owner shall require that each Qualifying Household leasing a HOME-Assisted Unit execute a declaration of intent to occupy which shall require the Qualifying Household to occupy the HOME-Assisted Unit as the Qualifying Household's primary residence.

C. The lease for each HOME-Assisted Unit shall not contain any of the prohibited provisions identified at 24 CFR §92.253(b) including the following:

1. *Agreement to be sued.* Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

2. *Treatment of property.* Agreement by the Tenant that the Owner may take, hold or sell personal property of Qualifying Household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the HOME-Assisted Unit after the Tenant has moved out of the HOME-Assisted Unit. The Owner may dispose of this personal property in accordance with State law;

3. *Excusing Owner from responsibility.* Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

4. *Waiver of notice.* Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;

5. *Waiver of legal proceedings.* Agreement by the Tenant that the Owner may evict the Tenant or Qualifying Household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial.* Agreement by the Tenant to waive any right to a trial by jury;

7. *Waiver of right to appeal court decision.* Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

9. *Mandatory support services.* Agreement by the Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

D. Owner shall not terminate the tenancy or refuse to renew the lease of a Tenant of a HOME-Assisted Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. To terminate or refuse to renew the tenancy, the Owner shall serve written notice upon the Tenant specifying the grounds for the action at lease thirty (30) days prior to termination of tenancy.

E. Owner shall comply with all requirements of the Violence Against Women Act (VAWA) set forth in 24 CFR part 5, subpart L. Owner shall provide the notice and certification form described in [24 CFR 5.2005\(a\)](#) to an applicant for a HOME-Assisted Unit at the time the applicant is admitted to a HOME-Assisted Unit or County-Assisted Unit, or denied admission to a HOME-Assisted Unit based on the Owner's tenant selection policies and criteria. Owner shall further provide the notice and certification form described in [24 CFR 5.2005](#) with any

notification of eviction from a HOME-Assisted Unit. If a family living in a HOME-Assisted Unit separates under [24 CFR 5.2009\(a\)](#), the remaining tenant(s) may remain in the Unit. All leases for HOME-Assisted Units must include a VAWA lease term/addendum to incorporate all requirements that apply to the Owner or lease under 24 CFR part 5, subpart L, and 24 CFR 92.359, including the prohibited bases for eviction and restrictions on construing lease terms under [24 CFR 5.2005\(b\)](#) and [\(c\)](#). The VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if it is determined that the tenant has met the conditions for an emergency transfer under [24 CFR 5.2005\(e\)](#). The lease term/addendum must require the Owner to notify the participating jurisdiction before the owner bifurcates the lease or provides notification of eviction to the tenant. Owner shall comply with all other VAWA requirements applicable to the HOME program not specified herein.

F. Owner and Lender shall work together to comply with the requirements of the Coordinated Entry System under the Continuum of Care program, as set forth at 24 CFR Part 578, PIH Notice 2013-15 and other guidance from HUD on CoC and PHA collaboration.

4.2 TENANT SELECTION. Before leasing the Project, the Owner must provide Lender for its review and approval the Owner's written tenant selection plan. Tenant selection must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto, and the requirements set forth in the City HOME Loan Agreement. A Veteran's preference must be applied pursuant to amended Section 1.16 as described above. Any changes to the tenant selection plan require prior written approval from Lender.

4.3 SECTION 8 CERTIFICATE HOLDERS. The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by such prospective Tenants.

4.4 CONDOMINIUM CONVERSION. The Owner shall not convert Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights in the Property during the Term of Agreement.

4.5 NONDISCRIMINATION. The Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, gender, gender identity or expression, sexual preference, age, marital status, family status, source of income, military or veteran status, physical or mental disability, medical condition, genetic information, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any basis prohibited by law. The Owner shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

4.6 MARKETING PLAN. Prior to occupancy, Owner shall submit to the Lender for approval its plan for marketing the Units in compliance with the requirements set forth in the City HOME Loan Agreement, including information on affirmative marketing efforts and compliance with fair housing laws and the Lender's affirmative fair marketing guidelines. Upon receipt of the marketing plan, the Lender shall promptly review the marketing plan and shall approve or disapprove it within thirty (30) days after submission. If the marketing plan is not approved, Lender shall specify its reasons for disapproval. The Owner shall submit a revised marketing plan within thirty (30) days of Lender's notice of disapproval. The Lender's disapproval of the revised marketing plan shall constitute an Event of Default under Sections 8.1.D, 8.1.E, and/or 8.1.I of the City HOME Loan Agreement.

5. PROPERTY MANAGEMENT

5.1 MANAGEMENT RESPONSIBILITIES. The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Tenants, certification and recertification of Qualifying Household size and Annual Income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for its approval its proposed Property manager. The Owner may only remove and/or replace the Property manager with the prior written consent of the Lender which consent shall not be unreasonably withheld.

5.2 APPROVAL OF MANAGEMENT POLICIES. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement, the requirements of the existing HOME Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

5.3 INSPECTION AND RECORDS. The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property for compliance with Owner's obligations under this Agreement at all reasonable times upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units. Owner must include provisions in tenant leases that allow for Lender inspections of the units.

5.4 COMPLIANCE MONITORING. The Owner shall operate the Property in full compliance with this Agreement and the HOME Program regulations at 24 CFR Part 92 in effect on the date the City HOME Loan is executed by all parties, and as may be amended from time to time, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the Lender to conduct annual compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by Lender.

5.5 ANNUAL REPORT. Following recordation of a notice of completion issued for the Project, the Owner shall annually submit to the Lender a report in a form approved by Lender for the preceding period of January 1st through December 31st or portion thereof, containing the information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement. The report shall be submitted annually no later than March 1st, and shall include, at a minimum: (i) an Annual Financial Statement as defined in Section 1.2 of the City HOME Loan Agreement, (ii) a report on the occupancy of the Project, (iii) a report on the physical condition of the Project, (iv) a report on the general management of the Project, (v) for each HOME-Assisted Unit, the rent, Annual Income, and household size of the household in occupancy. The report shall also state the date the tenancy commenced for each HOME-Assisted Unit and such other information as the Lender may be request.

Within thirty (30) days after receipt of a written request, Owner shall submit any other information or completed forms requested by the Lender in order to comply with reporting requirements of the United States Department of Housing and Urban Development, or the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any Unit to determine compliance with this Agreement.

5.6 FEES, TAXES, AND OTHER LEVIES. The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

5.7 PROPERTY TAX EXEMPTION. The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent. Lender acknowledges Owner will be applying for a property tax exemption for the property and hereby provides its consent.

5.8 MAINTENANCE OF EXISTING STRUCTURES. Owner shall maintain all buildings on the Property in good condition, in good repair, ordinary wear and tear excepted, and in a decent, safe, sanitary, habitable and tenantable condition. All Units in the Project must meet the standards set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. In the event that Lender establishes property standards in accordance with 24 CFR 92.251(f)(1) and determines in its sole discretion that these standards are applicable to the Project, Lender shall send written notice of this determination to Owner. Upon Owner's receipt of such written notice, the property standards established by Lender pursuant to 24 CFR 92.251(f)(1) shall apply to all Units in the Project throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

6. GENERAL PROVISIONS

6.1 SUBORDINATION. This Agreement shall be subordinate to each Senior Lien and to other liens approved by the Housing Director as set forth in Section 2.8 of the City HOME

Loan Agreement. The Housing Director is authorized to execute and form of subordination agreement provided by such Senior Lenders and approved as to form by the City Attorney.

6.2 DEFAULT AND REMEDIES In the event of any breach of any agreement or obligation under this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach. The Owner shall have an opportunity to cure such breach within thirty (30) days from the Owner's receipt of such written notice or such longer period of time as the Lender determines is necessary to cure the breach if the Owner diligently undertakes to cure such breach. Lender shall accept a cure by the Owner's limited partner on the same basis as Lender accepts a cure by the Owner. If the Owner fails to perform a timely cure of the specified breach, the Lender may proceed with any or all of the following remedies upon the Owner's failure to cure:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the City HOME Loan Documents or allowed at law or in equity.

6.3 EVENT OF DEFAULT. In the event that the Project fails to meet the HOME affordability requirements included in this Agreement for the Term of the Agreement, subject to applicable notice and cure periods contained herein, this shall constitute an Event of Default under Sections 8.1.D, 8.1.E, and/or 8.1.I of the City HOME Loan Agreement.

6.4 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

6.5 HOLD HARMLESS AND INDEMNITY. Owner shall at all times defend, indemnify and save City and its city council, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, its city council, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Owner is not obligated to indemnify City or others for claims based upon their use of information provided by Owner, provided the information itself is accurate. Owner shall at all times indemnify and hold

harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Owner enters into relating to implementation of the Project.

Owner's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Owner is obligated to indemnify and hold harmless.

6.6 GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

6.7 AGREEMENT CONTROLS. In the event that any provision of this Agreement and that contained in any other Loan Document conflict, the terms of this Agreement shall control.

6.8 TIME. Time is of the essence in this Agreement.

6.9 CONSENTS AND APPROVALS. Any consent or approval of the Lender required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the Lender.

6.10 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Owner and the Lender as follows:

Lender: Housing Department
435 South D Street
Oxnard, CA 93030
Attn: Housing Director

With copy to: City of Oxnard
Office of the City Attorney
305 West Third Street
Oxnard, CA 93030
Attn: City Attorney

Owner: Cypress Place at Garden City, L.P.
c/o Peoples' Self-Help Housing Corporation

Attn: CEO and President

With copy to:

6.11 BINDING UPON SUCCESSORS. This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of the Owner, and the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the City HOME Loan or City HOME Loan Note, any reconveyance of the City HOME Loan Deed of Trust, or any conveyance or transfer of the Property or portion thereof.

6.12 RELATIONSHIP OF PARTIES. The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and borrower and shall not be construed as a joint venture, equity venture, or partnership.

6.13 WAIVER. Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the City HOME Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

6.14 AMENDMENTS AND MODIFICATIONS. Any amendment to or modification of this Agreement must be in writing, and shall be made only if executed by both the Owner and the Lender.

6.15 SEVERABILITY. Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, Lender and Owner have caused this Agreement to be executed by their respective duly authorized officers.

LENDER:

THE CITY OF OXNARD

Emilio Ramirez, Housing Director

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Michael More, Human Resources/Risk
Manager

OWNER:

CYPRESS PLACE AT GARDEN CITY,
L.P., a California limited partnership

By: Cypress Place at Garden City LLC, a
California limited company
Its: Managing General Partner

By: Peoples' Self-Help Housing Corporation,
a California nonprofit public benefit
corporation
Its: Sole Member/Manager

By: Kenneth Trigueiro
Its: Chief Executive Officer and President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

Exhibit A
Legal Description of the Property

LOAN AGREEMENTS FOR THE CYPRESS PLACE AT GARDEN CITY AFFORDABLE RENTAL HOUSING PROJECT PEOPLE'S SELF-HELP HOUSING

Emilio Ramirez, Director
Housing Department

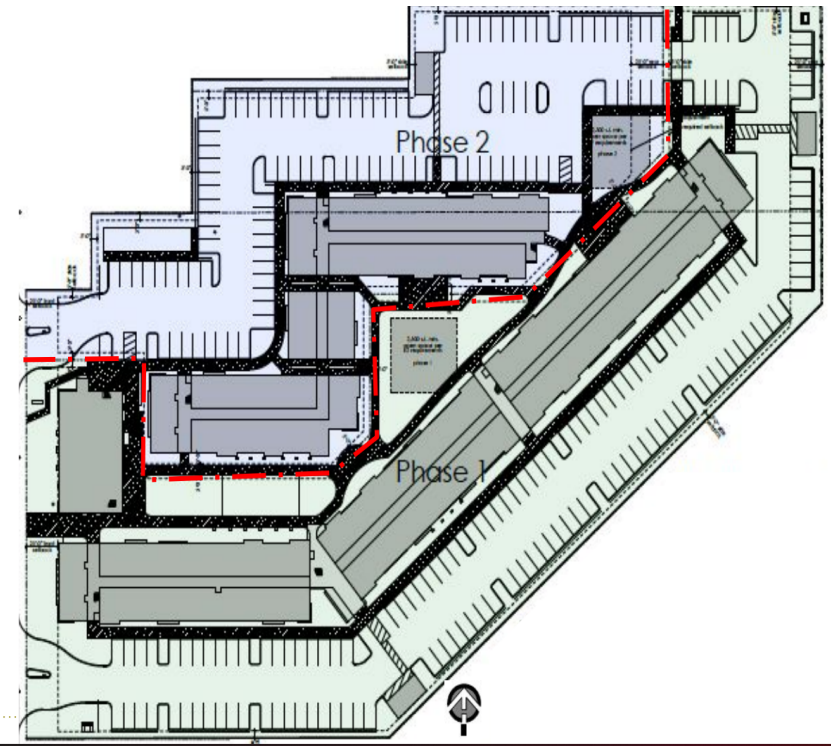
City Council
February 21, 2023

Peoples' Self-Help Housing (PSHH) is a non-profit housing organization that works to provide affordable rental and for sale housing to low-income households. For the past fifty-two years PSHH has been one of the leading nonprofit housing developers in San Luis Obispo, Santa Barbara, Monterey and Ventura counties. PSHH has created over 1,200 homeownership opportunities through their “sweat equity” program and has developed over 2,000 rental units.



CYPRESS PLACE AT GARDEN CITY

3



CYPRESS PLACE AT GARDEN CITY

4



1. Design Development Review approval on February 3, 2021
2. Density Bonus Permit approval on February 18, 2021
3. An All-Affordable Housing Opportunity Program designated site
4. Units to be affordable for 55 years
5. PSHH received entitlements for 150 units comprised of 148 affordable rental and 2 manager units.
6. PSHH intends to develop the Cypress Place at Garden City in two phases.
7. Phase I will consist of 89 affordable rental units targeting low-income and farmworker families earning between 30% and 80% of the area median income and 1 manager unit
8. In Phase II, PSHH will develop 59 affordable rental units and 1 manager unit

PHASE 1 - DEVELOPMENT BUDGET

6

Source of Funds	Amount
Permanent Loan	\$13,100,000
USDA Section 514	\$5,000,000
Oxnard CDBG and HOME Loan	\$3,100,000
State HCD Joe Serna Program	\$8,180,344
State HCD Housing Accelerator Program	\$36,287,635
Build Incentive	\$465,188
PSHH Capital Contribution	\$1,000
TOTAL	\$66,134,167

The Loan Documents provide the following terms for the City Loans:

1. HOME Loan Amount of \$1,600,000 and CDBG Loan Amount of \$1,500,00
2. 3% simple interest and 55 year term
3. Regulatory agreement terms of 20 years for the HOME Loan and 5 years for the CDBG Loan
 1. Per the entitlements units will remain affordable for 55 years
4. Residual receipts loan repayment
5. The development will have 15 HOME restricted units

That the City Council adopt a resolution authorizing the Housing Director to execute a \$1,600,000 HOME Loan Agreement and a \$1,500,000 CDBG Loan Agreement, and any and all related documents thereto, with Peoples' Self-Help Housing for the construction of Phase I of Cypress Place at Garden City, a ninety (90) unit affordable rental housing project located at 5536 and 5482 Cypress Road.



End of Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2023- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND
AUTHORIZING THE HOUSING DIRECTOR TO ENTER INTO A HOME LOAN
AGREEMENT IN THE PRINCIPAL AMOUNT OF \$1,600,000 AND A CDBG LOAN
AGREEMENT IN THE PRINCIPAL AMOUNT OF \$1,500,000 WITH CYPRESS PLACE AT
GARDEN CITY, L.P. FOR THE DEVELOPMENT OF THE CYPRESS PLACE AFFORDABLE
HOUSING PROJECT**

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City to enter into a variety of agreements with Cypress Place at Garden City, L.P., a California limited partnership (“Cypress Place”) to facilitate Cypress Place’s development of 150 units, including a manager’s unit, of affordable housing on certain real property located at 5536 and 5482 Cypress Road, Oxnard, California (“Project”); and

WHEREAS, in furtherance of the Project the City Council desires to approve a loan in the amount of \$1,600,000 from Home Investment Partnerships Act funds received from the United States Department of Housing and Urban Development (“HUD”) pursuant to the Cranston-Gonzales National Housing Act of 1990 and authorize the Housing Director or designee to execute a (i) HOME Loan Agreement; (ii) Promissory Note; (iii) Deed of Trust with Assignment of Rents; and (iv) Regulatory Agreement (collectively “HOME Loan Documents”) by and between City and Cypress Place; and

WHEREAS, in furtherance of the Project the City Council desires to approve a loan in the amount of \$1,500,000 from Community Development Block Grant funds received from the HUD under Title I of the Housing and Community Development Act of 1974, as amended, and authorizes the Housing Director or designee to execute a (i) CDBG Loan Agreement; (ii) Promissory Note; (iii) Deed of Trust with Assignment of Rents; and (iv) Regulatory Agreement (collectively “CDBG Loan Documents”) by and between City and Cypress Place; and

WHEREAS, the HOME Loan Documents and the CDBG Loan Documents will provide the following terms: (a) 3% simple interest; (b) loan and regulatory agreement terms of fifty-five years after the date of the issuance of a certificate of occupancy for the Project; and (c) repayment of the loans will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred developer fee, and partnership management fee, with 50% of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The City Council hereby finds and declares that the above recitals are true and correct.
2. The City Council further approves and authorizes the Housing Director or designee to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) HOME Loan Documents; (ii) CDBG Loan Documents; and (iii) any other agreements for the purpose of developing, maintaining and operating the Project.
3. The City Loan Agreement terms will be as follows: (a) 3% simple interest; (b) loan and regulatory agreement terms of fifty-five years after the date of the issuance of a certificate of occupancy for the Project; and (c) repayment of the City Loan will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred

developer fee, and partnership management fee, with 50% of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan.

4. The Housing Director is authorized to execute any other form of document required by any lender, investor, regulator or other third party involved in the transaction, so long as the Housing Director, in coordination with the City Attorney, determines that the substance of such document does not materially conflict with the substance and intent of this Resolution.

5. This Resolution shall take effect from and after the date of its passage and adoption.

(signatures appear on next page)

PASSED AND ADOPTED this _____ day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.4

DATE: February 21, 2023

TO: City Council

FROM: Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org

SUBJECT: Oxnard 311 - Performance Update Report. (20 minutes)

RECOMMENDATION

That the City Council receive a City of Oxnard 311 constituent relationship management performance update for the period of performance year six (May 1, 2021, through April 30, 2022) and the first half of performance year seven (May 1, 2022, through October 31, 2022).

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

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/rLPX659PYAI>

BACKGROUND

Oxnard 311 is the City's Constituent Relationship Management (CRM) software, which allows residents within the City to report a variety of issues using the mobile phone application or website. The City's 311 software solution is used by local governments of all sizes and provides the ability to handle the continued upward trend of increasing service requests. Requests may be submitted in English, Spanish, or one of 15 other languages offered by the software vendor. During the first six and a half years of availability, the Oxnard 311 mobile app has been downloaded 15,333 times and has been used to process approximately 123,550 service requests. The Oxnard 311 system allows residents to see live updates, track the status of their requests, and communicate directly to staff through in-app messaging. The Oxnard 311 system empowers resident guardianship and involvement in the community while increasing transparency and accountability of City staff.

DISCUSSION

The Oxnard 311 system completed its sixth full year of service at the end of April 2022. The following discussion focuses on performance trends and metrics from each full service year (May 2021 through April 2022) and the first half of service year 7 (May 2022 through October 2022).

1. Application Downloads

The Oxnard 311 system has grown each year in the number of Oxnard residents that are submitting service requests through the mobile application and website.

The majority of requests (75.8%) are submitted through the free mobile application. As such, application downloads are a reliable metric for system growth.

	Year 1	Year 2	Year 3	Year 4*	Year 5	Year 6	Year 7 (First Half)	Total
Downloads	2,139	1,995 (6.7% decrease compared to year one)	2,151 (7.8% increase compared to year two)	2,186 (1.6% increase compared to year three)	2,154 (1.5% decrease compared to year four)	3,007 (40% increase compared to year five)	1,701(13% increase compared to year six if first half trends continue)	15,333

Please note that the year four report contained an error in the number of downloads for both Year 4 and the first half of year 5. Staff had discovered an error with the service the City uses for tracking download statistics. In December of 2019, the service no longer reported the number of Apple iOS downloads. Staff have since corrected this issue and the app download statistics have been updated in this report.

2. Requests Submitted

In the first six and a half service years, the Oxnard 311 system has also increased in the number of service requests submitted. This steady increase per service year in the number of requests submitted reflects a growing user base.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)	Total
Requests Submitted	7,900	15,435 (95% increase compared to year one)	17,704 (14% increase compared to year two)	18,784 (6% increase compared to year three)	22,747 (21% increase compared to year four)	26,750 (18% increase compared to year five)	14,230 (6% increase compared to year six if first half trends continue.	123,550

3. Performance Evaluation

There are 20 request types available to the public through the Oxnard 311 system. Staff from various departments in the City are involved in the Oxnard 311 system, which allows requests to be assigned to the correct person who has the appropriate skills/knowledge and is responsible for the required work to complete the request. The majority of requests, 69.2%, are for 3 of the 20 request types: illegal dumping, graffiti, and abandoned vehicles.

The following section covers performance statistics for each of the 20 request types. Each request type is presented in descending order by the total number of requests. Beyond number of requests, staff identified for each request type the percentage of requests completed on time, service level goal per year, and average completion time per year.

The Oxnard 311 system had slight database issues during the first three years that added a small margin of error to the performance statistics. City staff have resolved this issue and the performance stats from Service Years 4 and onward are accurate. In all cases, "days" refers to City working days and does not include weekends. The performance information is also summarized in the table at the end of this section of the report.

A. Illegal Dumping

Total number of requests in the first 6.5 years: 43,242 (35% of all requests)

Percentage of requests completed on time: 77.2%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	2,371	5,470	6,433	6,556	8,616	10,059	3,737
Average	4.4 days (delayed by 46.7% over service goal)	8.6 days (delayed by 186.7% over service goal)	2.7 days (exceeded service goal by 10%)	5.5 days (delayed by 84.8% over service goal)	3.5 days (delayed by 17.4% over service goal)	1.2 days (exceeded service goal by 60%)	2.0 days (exceeded service goal by 33.3%)

While Public Works exceeded its service level goal in Year 6 and the first half of Year 7, there are factors that introduce challenges to maintaining this level of service. Illegal dumping on private property and illegal dumping related to the homeless involve processes that must be coordinated with Code Enforcement and the Police Department, which requires more time. There is an increase in the number of homeless encampments Citywide but not necessarily a parallel increase in the amount of resources to tackle these 311 requests. Finally, the rental of special equipment is often required for the removal of illegal dumping and encampments, and such rentals take extra time.

Through the budgeting process for Fiscal Year 2021/2022, the Environmental Resources Division requested and received two additional Maintenance Worker Trainees assigned to the 311 Crew. Also, an existing Solid Waste Equipment Operator II position was reassigned to the 311 Crew. A commitment to provide excellent customer service to the residents of Oxnard, and increased efficiencies in coordination with Oxnard PD, Housing and Oxnard Code Enforcement have also contributed to the improvement in work order completion times over the last few years.

Despite the increase in requests, the service level goal has been met for Year 6. Furthermore, staff is on track to exceed the goal in Year 7.

B. Graffiti

Total number of requests in the first 6.5 years: 28,839 (23.3% of all requests)

Percentage of requests completed on time: 93.1%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	1,840	2,971	3,994	4,832	5,555	6,340	3,307
Average	1.7 days (exceeded service goal by 43.3%)	1.1 days (exceeded service goal by 63.3%)	1.8 days (exceeded service goal by 40%)	2.0 days (exceeded service goal by 32.4%)	2.3 days (exceeded service goal by 23.4%)	2.4 days (exceeded service goal by 20%)	2.7 days (exceeded service goal by 10%)

Public Works staff dedicated to removing graffiti on public property and Code Enforcement staff working with owners of private property with graffiti have both consistently met their service level goal.

While the City's Graffiti Action Program (GAP) staffing levels have remained the same or been reduced, the demand for the assigned resources continues to increase year over year (a 244% increase from Year 1 requests to Year 6). The team is challenged to meet the assigned service goal. The average response time has trended up each year. However, the GAP

has exceeded its goal for all of Year 6 and the first half of year 7. It should be noted that if the demand for calls continues to see the same increasing trend, the GAP will no longer be able to meet its service goal unless additional resources are allocated or other tasks are deferred.

C. Abandoned Vehicles

Total number of requests in the first 6.5 years: 13,465 (10.9% of all requests)

Percentage of requests completed on time: 87.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	14 days	14 days	14 days	14 days	14 days	14 days	14 days
Number of Requests	700	1,671	1,774	2,073	2,564	2,832	1,851
Average	12.2 days (exceeded service goal by 12.9%)	9 days (exceeded service goal by 35.7%)	9.3 days (exceeded service goal by 33.6%)	9.9 days (exceeded service goal by 29.4 %)	9.2 days (exceeded service goal by 34.5%)	9.1 days (exceeded service goal by 35%)	7.5 days (exceeded service goal by 46.4%)

Staff from Traffic Enforcement and Code Enforcement are assigned abandoned vehicle requests on public and private property, respectively. Staff from both of these divisions have consistently met their service level goal.

D. Overgrown Landscape

Total number of requests in the first 6.5 years: 5,289 (4.3% of all requests)

Percentage of requests completed on time: 70.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	313	891	902	898	936	873	476
Average	73.7 days (delayed by 22.8% over service goal)	92.5 days (delayed by 54.2% over service goal)	75.1 days (delayed by 25.2% over service goal)	36.7 days (exceeded service goal by 38.8%)	47.0 days (exceeded service goal by 21.6%)	43.2 days (exceeded service goal by 28%)	22.5 days (exceeded service goal by 62.5%)

The Public Works Parks Division cited staffing levels in the past as the main reason for performance issues that were preventing them from completing requests within the service level goal time. Public Works has made improvements to how it uses the County's work release crews to address overgrown landscaping (including for 311 requests). The Parks Division has also developed a 311 crew with dedicated staff assigned to respond to non-irrigation related 311 requests. They exceeded their service goal for Years 4, 5, and 6, and are continuing that trend in the first half of year 7.

With the addition of regular and ongoing contract services to assist our crews in both the parks and street landscapes, Parks staff anticipate the number of overgrown landscape requests to decrease over time as we get a handle on the deferred maintenance. However, the County has recently announced the drastic reduction or cancellation of the work

release program due to budget constraints. To mitigate this, Parks staff will use additional contract services at a significantly higher cost to get the same amount of work completed, assuming sufficient budget is available. The response times are expected to take longer but still remain within the 60 day goal.

E. General Questions

Total number of requests in the first 6.5 years: 4,718 (3.8% of all requests)

Percentage of requests completed on time: 58.7%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	15 days	15 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	413	668	709	742	881	818	514
Average	41.5 days (delayed by 176.7% over service goal)	45.9 days (delayed by 206% over service goal)	42.2 days (delayed by 181.3% over service goal)	30.7 days (delayed by 104.7% over service goal)	15.2 days (delayed by 1.6% over service goal)	20 days (delayed by 33.3% over service goal)	12.4 days (exceeded service goal by 17.3%)

This category is a catch-all so residents can submit requests that otherwise do not fit into one of the existing categories. Sample submissions include dogs off leash and dogs barking, trash or furniture in the alleyways, code compliance concerns regarding blocked street parking, loud noise, overgrown trees, broken gates and fences, maintenance in general and special district parks, and broken playground equipment in parks. There are some instances where a submission is made to general questions rather than the correct other category. Staff responsible for the General Questions category often receive a request and reassign it to the appropriate staff in another department, which delays the process. Staff continue to work on speeding up the reassigning process and made progress in service years five and six. New staff were added to the Oxnard 311 system in the second half of year 6 to assist with completing these requests and the service goal was exceeded in the first half of service year seven.

F. Potholes

Total number of requests in the first 6.5 years: 4,132 (3.3% of all requests)

Percentage of requests completed on time: 41.8%

	Year 1	Year 2 (First Half)	Year 2 (Second Half)	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	150 days	15 days	30 days	30 days	35 days	35 days	35 days	35 days
Number of Requests	592	382	260	717	759	493	687	234
Average	73.3 days (exceeded service goal by 51.2%)	110.6 days (delayed by 637% over service goal)	118.6 days (delayed by 295% over service goal)	81.7 days (delayed by 172.2% over service goal)	100.1 days (delayed by 186.1% over service goal)	135.9 days (delayed by 288.2% over service goal)	49.3 days (delayed by 40.9% over service goal)	19.5 days (exceeded service goal by 44.3%)

Streets Division staff have altered the workflow to accurately identify pothole requests that should be part of resurfacing efforts instead of standard pothole repairs. Resurfacing is a more complex activity and takes significantly more work and time compared to filling in a pothole with asphalt. This adjustment will better track the amount of time it takes to address true potholes versus resurfacing improvements to the overall street, which would be repaired as part of Capital Improvement Plan projects. It is this misclassification that drives the results of Year 6 above the stated goal of 35 days. Also, the improvement from Year 6 (49.3 days) to the first 6 months of Year 7 (19.5 days) is partially attributed to identifying and removing duplicate 311's for the same location, which may not reflect a long-term attainment level. As such, a goal of 35 days is still a good target.

In September 2021, Public Works Streets Division hired seven maintenance workers and purchased two asphalt patch trucks for pothole repairs with Measure E funding. Since that date, Public Works has assigned staff to specifically address potholes on a daily basis. With these aforementioned actions, staff anticipates meeting the 35 day target for the completion of potholes. It should be noted that the two asphalt patch trucks are still on order with a delayed delivery date due to global supply chain issues. The anticipated delivery date of the two trucks is June 2023.

In addition, the City dedicated significant funding for street rehabilitation and alley resurfacing projects for Fiscal Year 2021-2022 and plans to continue that for Fiscal Year 2022-2023. This investment in street improvements has reduced the number of 311 pothole requests.

G. Litter

Total number of requests in the first 6.5 years: 2,980 (2.4% of all requests)

Percentage of requests completed on time: 59.7%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	3 days	3 days	3 days	10 days	10 days	10 days	10 days
Number of Requests	373	451	347	385	498	531	396
Average	14.6 days (delayed by 386.7% over service goal)	24.7 days (delayed by 723.3% over service goal)	20.3 days (delayed by 576.7% over service goal)	12.2 days (delayed by 21.7% over service goal)	17.1 days (delayed by 71% over service goal)	9.2 days (exceeded service goal by 8%)	8.5 days (exceeded service goal by 15%)

Parks conducted an inventory of trash cans throughout the parks that are currently missing lids and has been working on adding lids that are locked to the top of each. Replacing and securing the lids has helped keep the trash from being blown out by the wind or pulled out by humans and birds.

In late September, contract services started in our parks, which included, among other tasks, servicing of all trash cans four days a week and weekly pickup of loose litter throughout the park boundaries. We anticipate that this will drastically reduce the number of litter related 311 requests over time.

During Year 6, prior staffing adjustments and contracting of services resulted in a measurable improvement, allowing staff to exceed the service goal while addressing more total requests than Year 5. The first half of Year 7 has also exceeded the service goal.

H. Water Waste and Leaks

Total number of requests in the first 6.5 years: 2,930 (2.4% of all requests)

Percentage of requests completed on time: 54.7%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	4 days	4 days	4 days	4 days	4 days	4 days	4 days
Number of Requests	133	310	321	326	454	546	844
Average	25.7 days (delayed by 542.5% over service goal)	42.9 days (delayed by 972.5% over service goal)	47.1 days (delayed by 1,077.5% over service goal)	12.5 days (delayed by 211.3% over service goal)	8.9 days (delayed by 123.1% over service goal)	17.6 days (delayed by 340% over service goal)	3.4 days (exceeded service goal by 15%)

During the third year performance report, City staff identified workflow issues within the system that were preventing requests from being assigned to the correct person. Staff responded by developing complex assignment logic within the 311 system to automatically assign requests to appropriate personnel based on the location of the issue and the type of equipment causing the water waste or leak. Response times have reduced dramatically from 47.1 days in the third year to 12.5, 8.9, and 17.6 days in the following three years. Staff continued to make progress in Years 4, 5 and 6 yet still did not meet the 4-day response goal. However, in the first half of Year 7 staff not only met but exceeded the service goal target by 15%, despite a significant increase in requests.

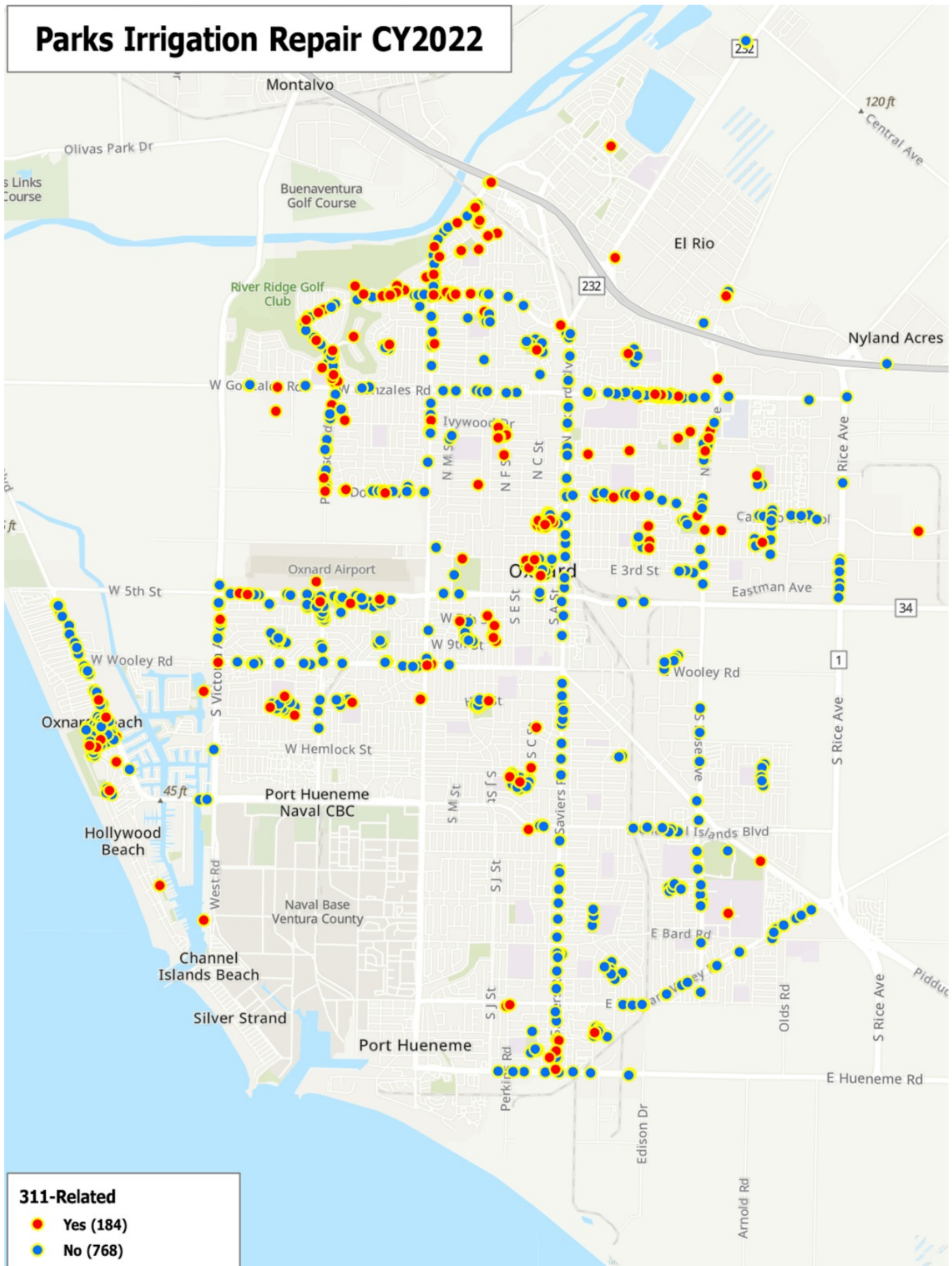
With the implementation of contractors to assist with regular and ongoing landscaping and maintenance in street landscapes and parks, Parks Division staff have been able to pivot from being strictly reactive to water leaks to being more proactive. The City Council has also appropriated funding specifically for the purpose of purchasing much needed irrigation supplies for our City staff as well as funding to utilize on-call contractors to assist with the repairs. In FY 2021-22, staff was able to do a rough assessment of the street landscapes and parks irrigation. At that time, staff only had the capacity to address the highest priority issues such as leaks and misaligned sprinkler heads that would waste water.

The Water Division assisted with coordinating irrigation audits at 22 parks between April and June of 2022. Once completed, staff used the findings to prioritize repairs based on the estimated water waste per park. To date, staff has completed repairs at 9 of the 22 parks that were assessed. The estimated annual water savings for these repairs equal 7,555,548 gallons at an estimated cost savings of \$45,154 per year.

Parks staff and contractors use a work order system to assign and complete irrigation repairs. Repair requests are directly routed to the system from 311 and are also manually assigned by staff to proactively deal with irrigation issues not identified by 311 users. In calendar year 2022, Parks staff and contractors have completed a total of 952 irrigation repair assignments, 184 of which were 311 requests and 768 were proactive repairs identified by our team (see map below). Repair assignments vary in size from an individual sprinkler replacement to the replacement and repair of half of a park's irrigation system. Going forward, staff is working on improving the data collection to provide more comprehensive information.

If funding continues to be provided for both irrigation supplies and contractors that assist with ongoing landscape maintenance and on-call irrigation services, City staff will be able to slowly address the years of deferred maintenance of our City's irrigation systems, eventually updating and upgrading our aging irrigation infrastructure over time. As this occurs, staff projects the number of water waste 311 requests to decrease. During that time, staff will have the ability to be more proactive and address issues more quickly.

Parks Irrigation Repair CY2022



I. Trash and Recycling Service

Total number of requests in the first 6.5 years: 2,740 (2.2% of all requests)

Percentage of requests completed on time: 69.2%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	2 days	2 days	2 days	3 days	3 days	3 days	3 days
Number of Requests	126	320	313	313	513	649	510
Average	4.3 days (delayed by 115% over service goal)	4.5 days (delayed by 125% over service goal)	7.5 days (delayed by 275% over service goal)	2.4 days (exceeded service goal by 18.8%)	1.7 days (exceeded service goal by 44.5%)	4.0 days (delayed by 33.3% over service goal)	3.0 days (Met service goal)

There was a significant increase in this type of request from Year 1 to Year 6. These requests are exclusively related to Environmental Resources collection operations for missed pickups or repairs on residential trash carts and commercial bins.

Staff exceeded its performance goal in service Year 5, faced delays in Year 6, and met the performance goals for the first half of service Year 7.

J. Sidewalk Repair

Total number of requests in the first 6.5 years: 2,414 (2% of all requests)

Percentage of requests completed on time: 55.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	241	687	410	427	252	259	153
Average	116 days (delayed by 93.3% over service goal)	121.9 days (delayed by 103.2% over service goal)	58.7 days (exceeded service goal by 2.2%)	65.3 days (delayed by 8.8% over service goal)	43.1 days (exceeded service goal by 28.17%)	34 days (exceeded service goal by 43.3%)	14.8 days (exceeded service goal by 75.3%)

Public Works Streets Division staff has steadily improved its response to this type of request since the first two service years and has exceeded the service level goal since Year 5. Currently, the City has a contract with a third-party vendor for grinding concrete that has helped in resolving many sidewalk repair service requests.

K. Animal Safety

Total number of requests in the first 6.5 years: 2,221 (1.8% of all requests)

Percentage of requests completed on time: 76.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	2 days	2 days	2 days	7 days	7 days	7 days	7 days
Number of Requests	103	217	308	213	216	785	380
Average	7.3 days (delayed by 265% over service goal)	8.3 days (delayed by 315% over service goal)	5.8 days (delayed by 190% over service goal)	6.8 days (exceeded service goal by 3.4%)	2.8 days (exceeded service goal by 60.5%)	2.2 days (exceeded service goal by 68.6%)	1.9 days (exceeded service goal by 72.9%)

Staff requested, and was granted, an extension of its service goal from two to seven days to more appropriately reflect the workflow related to animal safety requests. The Police Department has been facing staffing challenges for this, and has been operating with one Animal Safety Officer since April of 2022. Staff has exceeded its performance goal in years four, five, six, and the first half of year seven.

L. Homeless Encampment

Total number of requests in the first 6.5 years: 2,131 (1.7% of all requests)

Percentage of requests completed on time: 98.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	NA	NA	NA	21 days	21 days	21 days	21 days
Number of Requests	NA	NA	NA	7	561	827	701
Average	NA	NA	NA	7.6 days (exceeded service goal by 63.9%)	6.6 days (exceeded service goal by 68.4%)	4.6 days (exceeded service goal by 78.1%)	3.4 days (exceeded service goal by 83.8%)

The Homeless Encampment request type was created and made available to the public April 23, 2020, which was close to the end of service year four. This request type is marked as “sensitive” and limits access to the request to the person who submitted it and the staff who are assigned to it. Staff from the Police Department, Environmental Resources, Code Compliance, and Housing are all involved in the workflow and work as a team to coordinate safe outreach and cleanup efforts. Staff has consistently exceeded its performance goal.

M. Streetlight Out

Total number of requests in the first 6.5 years: 1,611 (1.3% of all requests)

Percentage of requests completed on time: 71.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	15 days	15 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	128	234	213	255	317	355	106
Average	123.6 days (delayed by 724% over service goal)	55.9 days (delayed by 272.7% over service goal)	28.5 days (delayed by 90% over service goal)	19.1 (delayed by 27.6% over service goal)	7.0 days (exceeded service goal by 53.2%)	16.8 days (delayed by 12% over service goal)	10.9 days (exceeded service goal by 27.3%)

City staff continues to assist with Southern California Edison (SCE) street light outages City-wide. Approximately 96% of the street lights within the City limits are owned and maintained by SCE. Once an outage is received, it is reported to SCE and the 311 request is closed. City street-owned lighting outages are reported to the appropriate division for repairs. Depending on the complexity of the repair and parts needed, a delay may occur due to contractor scheduling or material availability. The goal was not obtained in Year 6 due to other planned and unplanned work for staff that include safety related transportation improvements and traffic signal repairs with higher priority than illumination outages. The first half of Year 7 is on track to meet the goal.

N. Traffic - General Issues

Total number of requests in the first 6.5 years: 1,458 (1.2% of all requests)

Percentage of requests completed on time: 73.4%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	15 days	15 days	15 days	18 days	18 days	18 days	18 days
Number of Requests	11	53	174	185	285	456	286
Average	384.7 days (delayed by 2464.7% over service goal)	40.5 days (delayed by 170.0% over service goal)	18.2 days (delayed by 21.3% over service goal)	19.1 days (delayed by 6% over service goal)	27.1 (delayed by 50.7% over service goal)	26.7 days (delayed by 48.3% over service goal)	8.8 days (exceeded service goal by 51.1%)

Requests that are traffic enforcement related (and responded to by the Oxnard Police Department) consistently perform well in the Oxnard 311 system and exceed their performance goals. Public Works Engineering Division staff has cited recent staffing levels and high turnover as the main reason its staff could not complete requests within the service level goal time. Requests within this category often take a significant amount of time to complete due to the complexity of the solutions, such as when staff must perform an analysis or mandated procedure. Staff requested, and were granted, a service level goal extension from 15 days to 18 days starting in service year four.

The Transportation and Mobility Division continued to experience extreme staff shortages for much of 2021. Since April 2021, only the City Traffic Engineer has been available to respond to Oxnard 311 requests. Three engineer positions in the division remained vacant for much of the year with two only being filled in late October 2021. Staff has employed

consultant assistance to help with the backlog of 311 requests, but COVID impacts to conducting field review have delayed processing of requests. Staff triaged requests for prioritization with a focus on safety. Additionally, with public schools reoccupying in August of 2021 after a year of COVID stay at home orders, staff experienced a significant increase in 311 and other requests for traffic control review.

Two positions were successfully recruited and filled in late 2021 and staff have begun to review and close out 311 requests. Additionally, a new modified approach to 311 requests was implemented in FY 2021/22 with 311 requests that require substantial field investigation or follow-up study being moved into the Traffic Request process to monitor requests. This should assist in closing out standard 311 requests to meet the objectives and still track and process major complex requests as they are submitted.

Based upon the first six months of Year 7, adjustments to the process have resulted in seeing a measurable improvement in this area. If the current trend remains consistent for the rest of Year 7, this area will see success in meeting the performance goal while addressing more total requests than last year.

O. Street Signs

Total number of requests in the first 6.5 years: 1,341 (1.1% of all requests)

Percentage of requests completed on time: 76.8%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	86	221	185	200	247	250	154
Average	70.5 days (delayed by 17.5% over service goal)	60.9 days (delayed by 1.5% over service goal)	32.3 days (exceeded service goal by 46.2%)	46.6 days (exceeded service goal by 22.3%)	24.8 days (exceeded service goal by 58.7%)	35.7 days (exceeded service goal by 40.5%)	7.4 days (exceeded service goal by 87.7%)

The City has contracted with a sign vendor that supplies and makes signs, which has improved the response time for the repair and replacement of signs. Staff has been exceeding its performance goal consistently since Year 3.

P. Assessment District

Total number of requests in the first 6.5 years: 1,224 (1% of all requests)

Percentage of requests completed on time: 63.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	21 days	21 days	21 days	21 days	21 days	21 days	21 days
Number of Requests	190	229	211	211	124	189	66
Average	18.9 days (exceeded service goal 10%)	31.6 days (delayed 50.5% over service goal)	58.6 days (delayed 179% over service goal)	17.9 days (exceeded service goal 14.8%)	15.4 days (exceeded service goal 26.8%)	31.7 days (delayed 51% over service goal)	42.6 days (delayed 102.9% over service goal)

The goals for both years 4 and 5 were met, but the goals for year 6 and into year 7 have been delayed for multiple reasons.

First, a majority of the requests are for tree trimming services and sidewalk grinding, both of which require funding to address. Second, the majority of the 311 requests received are related to the landscape maintenance districts (LMDs). This district type has varying levels of funding for each district to address these requests. For example, LMD-31 has 55 active requests for services, but is currently at a D-level of service (monthly mowing) because of its capped assessment with limited available fund balance. Therefore, this LMD cannot support its current maintenance and operation needs that includes grid pruning of all trees. As some LMDs become increasingly less able to fund themselves at their current assessment levels, more deferred maintenance is accumulated and costs increase. More information on the LMDs' budgets can be reviewed here: <https://www.oxnard.org/city-department/finance/special-assessment-districts/lmds/>.

In an effort to get back below the 21 day goal, Special Districts staff are developing plans to address tree trimming and sidewalk grinding. The City now has new shared agreements in place to address and resolve the Special District tree trimming and sidewalk grinding requests during the term of the agreements. However, this will require funding from the FY 2023-24 assessment process and appropriations from the available fund balance within each District, if such funding is available.

Services will continue to be unavailable in some LMDs due to their assessment limitations and their limited available fund balance as a result of their capped assessments related to the passage of Proposition 218. As such, any requests beyond the scheduled routine landscape maintenance services are not able to be performed in a timely manner, or at all, due to these LMDs being underfunded.

Q. Traffic - Signal Issues

Total number of requests in the first 6.5 years: 843 (0.7% of all requests)

Percentage of requests completed on time: 44.7%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	3 days	3 days	3 days	15 days	15 days	15 days	15 days
Number of Requests	176	135	136	132	101	103	58
Average	300.5 days (delayed by 9916.7% over service goal)	73.9 days (delayed by 2363.3% over service goal)	21.1 days (delayed by 603.3% over service goal)	23.8 days (delayed by 58.7% over service goal)	26.8 days (delayed by 78.7% over service goal)	22 days (delayed by 46.7% over service goal)	13.9 days (exceeded service goal by 7.3%)

The City of Oxnard maintains over 170 signalized intersections. (A few traffic lights were installed and made operational in the last year as a part of new developments.) Public Works staff have cited the aging infrastructure, current staffing levels, and occasional multi-jurisdictional coordination as the main reasons for delay in responding to some of these requests. All safety related issues, including malfunctioning lights, are immediately responded to. However, if the complaint is a signal knockdown, the completion of the request could take weeks or even months to resolve.

Additionally, due to the age of some of the infrastructure, parts needed for repairs can have a substantial lead time or may not be available at all. As an example, a replacement signal pole can have a lead time of six to twelve months (or more) depending upon the type. Replacing aging equipment, though expensive, will also reduce the need for frequent repairs as well as maintenance costs. As such, staff requested, and were granted, a performance goal extension from 3 days to 15 days in Year 4 for requests that are not considered urgent.

The filling of vacant positions has helped decrease the time to respond to requests from Year 5 to Year 6. The data for the first 6-months of Year 7 is trending below the goal of 15 days. A new third party maintenance contract has been obtained with a traffic signal provider to perform preventive maintenance and emergency work on the traffic signal system. This, along with adjustments to the internal work order process, is anticipated to reduce the time it takes to respond to Oxnard 311 requests.

R. Technical Support & Questions

Total number of requests in the first 6.5 years: 414 (0.3% of all requests)

Percentage of requests completed on time: 91.1%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	6 days	6 days	6 days	6 days	6 days	6 days	6 days
Number of Requests	20	13	9	10	17	11	5
Average	61.2 days (delayed by 920.0% over service goal)	6.7 days (delayed by 11.7% over service goal)	1.2 days (exceeded service goal by 80.0%)	8.8 days (delayed by 46.7% over service goal)	4.4 days (exceeded service level by 27.5%)	5.0 days (exceeded service level by 16.7%)	4.6 days (exceeded service level by 23.3%)

Poor performance during service year one was attributed to one request that took multiple months to complete. For the majority of requests, staff has consistently met the service level goal. However, Oxnard 311 app software-related issues often take more time to resolve than the service level goal allows. For example, when a user submitted a request regarding issues with uploading pictures, Accela had to release a software update patch that took close to a month to develop and release. With these types of issues, City staff cannot process the request any faster.

Staff are completing requests within the service level goal for service year six and the first half of service year seven.

S. Street Markings

Total number of requests in the first 6.5 years: 383 (0.3% of all requests)

Percentage of requests completed on time: 71%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	27	61	61	72	54	70	40
Average	68.3 days (delayed by 13.8% over service goal)	78.9 days (delayed by 31.5% over service goal)	83.2 days (delayed by 38.7% over service goal)	31.2 days (exceeded service goal by 47.9%)	34.3 days (exceeded service goal by 42.8%)	37.4 days (exceeded service goal by 37.7%)	8.5 days (exceeded service goal by 85.8%)

The Streets Division continues to improve its response time for service requests as well as making efforts to maintain pavement markings with in-house staffing and contracted work.

T. Curb and Gutter Repair

Total number of requests in the first 6.5 years: 315 (0.3% of all requests)

Percentage of requests completed on time: 48.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	14	51	52	52	42	62	39
Average	205.7 days (delayed by 242.8% over service goal)	150.8 days (delayed by 151.3% over service goal)	58.1 days (exceeded service goal by 3.2%)	80.1 days (delayed by 33.5% over service goal)	37.9 days (exceeded service goal by 36.8%)	37.8 days (exceeded service goal by 37%)	20.2 days (exceeded service goal by 66.3%)

Public Works Streets Division staff improved its response time during Year 6 and has been exceeding its service level goal for the first six months of Year 7.

Summary Table

A summary of the request types, their service level goals, and the performance for each service year can be found in the table immediately below. Each column of the table represents a different service year. Each row represents a different request type. In each cell of the table, the "goal" represents the service level goal in that year for that request type, and each "average" states the average completion time of staff in that year for that request type. For example, in Year 2 for abandoned vehicles, the table lists "Goal: 14 , Average: 9." This means that in Service Year 2, the service level goal for abandoned vehicles was 14 working days, but staff was responsive to those requests on an average of 9 working days.

Category	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7 (First Half)	
	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg
Illegal Dumping	3	4.4	3	8.6	3	2.7	3	5.5	3	3.5	3	1.2	3	2.0
Graffiti	3	1.7	3	1.1	3	1.8	3	2	3	2.3	3	2.4	3	2.7
Abandoned Vehicle	14	12.2	14	9	14	9.3	14	9.9	14	9.2	14	9.1	14	7.5
Overgrown Landscape	60	73.7	60	92.5	60	75.1	60	36.7	60	47	60	43.2	60	22.5
Pothole	150	73.3	15/30*	113.4	30	81.7	35	100.1	35	135.9	35	49.3	35	19.5
General Questions	15	41.5	15	45.9	15	42.2	15	30.7	15	15.2	15	20	15	12.4
Sidewalk Repair	60	116	60	121.9	60	58.7	60	65.3	60	43.1	60	34	60	14.8

Category	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7 (First Half)	
	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg
Litter	3	14.6	3	24.7	3	20.3	10	12.2	10	17.1	10	9.2	10	8.5
Water Waste and Leaks	4	25.7	4	42.9	4	47.1	4	12.5	4	8.9	4	17.6	4	3.4
Trash and Recycling Service	2	4.3	2	4.5	2	7.5	3	2.4	3	1.7	3	4.0	3	3.0
Assessment District	21	18.9	21	31.6	21	58.6	21	17.9	21	15.4	21	31.7	21	42.6
Animal Safety	2	7.3	2	8.3	2	5.8	7	6.8	7	2.8	7	2.2	7	1.9
Streetlight Out	15	123.6	15	55.9	15	28.5	15	19.1	15	7.0	15	16.8	15	10.9
Street Signs	60	70.5	60	60.9	60	32.3	60	46.6	60	24.8	60	35.7	60	7.4
Traffic - Signal Issues	3	300.5	3	73.9	3	21.1	15	23.8	15	26.8	15	22.0	15	13.9
Tech Support and Questions	6	61.2	6	6.7	6	1.2	6	8.8	6	4.4	6	5.0	6	4.6
Homeless Encampment	NA	NA	NA	NA	NA	NA	21	7.6	21	6.6	21	4.6	21	3.4
Traffic - General Issues	15	384.7	15	40.5	15	18.2	18	19.1	18	27.1	18	26.7	18	8.8
Street Markings	60	68.3	60	78.9	60	83.2	60	31.2	60	34.3	60	37.4	60	8.5
Curb and Gutter Repair	60	205.7	60	150.8	60	58.1	60	80.1	60	37.9	60	37.8	60	20.2

*The service level goal for pothole requests was changed in the middle of year 2. The first half of year 2 had a service level goal of 15 days. The second half of year 2 had a service level goal of 30 days.

4. Summary

A. Projected Future Use of Oxnard 311

Oxnard staff have communicated with other cities around the country that use the same CRM platform (Accela's PublicStuff) to estimate what future Oxnard 311 use could look like. Most cities reported a large increase in submitted requests between years one and two as more users discovered the system, which Oxnard experienced. The following years display steady request increases between 7 to 30%, with an average over 9 years of 19%. Oxnard 311 growth appears to be close to following the same trend, as seen by the 18% overall increase in requests submitted between years five and six.

While impossible to predict the exact volume of request increases for Oxnard 311, the City should be prepared for continuous growth. The related increase in workload will need to be met with a variety of solutions, including more efficient workflows, additional staff, and potentially increasing service level goals to account for additional work.

B. Analysis

As of October 31, 2022, the last day of the 18 month performance update period, the City successfully met or exceeded the service level goal for 19 out of 20 of the service request types.

In year 6, staff met the service level goals in 12 of the 20 (60%) categories: abandoned vehicles, animal safety, curb and gutter repair, graffiti, homeless encampment, illegal dumping, litter, overgrown landscape, sidewalk repair, street markings, street signs, and tech support and questions.

In the first half of year 7, staff met the service level goal in another seven categories (35%): general questions, potholes, street lights out, traffic general issues, traffic signal issues, trash and recycling service, and water waste and leaks. Assuming a continuation of the same resources, staff will strive to continue on this successful path with these categories.

There is 1 of the 20 categories that did not meet its service level goal: Assessment Districts. This represents 1% of all 311 requests. Based upon the first six months of Year 7, these requests are being completed on an average of 40.9 days (a 94% delay of the 21 day service goal). Most of these requests are for tree trimming services and sidewalk repairs, which require significant funding. Although the City has new shared agreements to resolve the Special District tree trimming and sidewalk grinding requests, this will require funding from the FY 23-24 assessment process and the subsequent necessary appropriations from each District. The majority of the requests are from landscape maintenance districts (LMDs), which is a district type with highly varying levels of funding from district to district. Services will continue to be unavailable in some LMDs due to their limited available fund balance as a result of their capped assessments.

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.

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.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 24, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Helen Johnson, Interim GIS Manager

ATTACHMENTS

1. Presentation

Oxnard 311 - Performance Update Report

City Council

February 21, 2023

Helen Miller, Chief Information Officer
Helen Johnson, Interim GIS Manager

That the City Council receive a City of Oxnard 311 constituent relationship management performance update for the period of performance year six (May 1, 2021 through April 30, 2022) and the first half of performance year seven (May 1, 2022 through October 31, 2022). (Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Launched



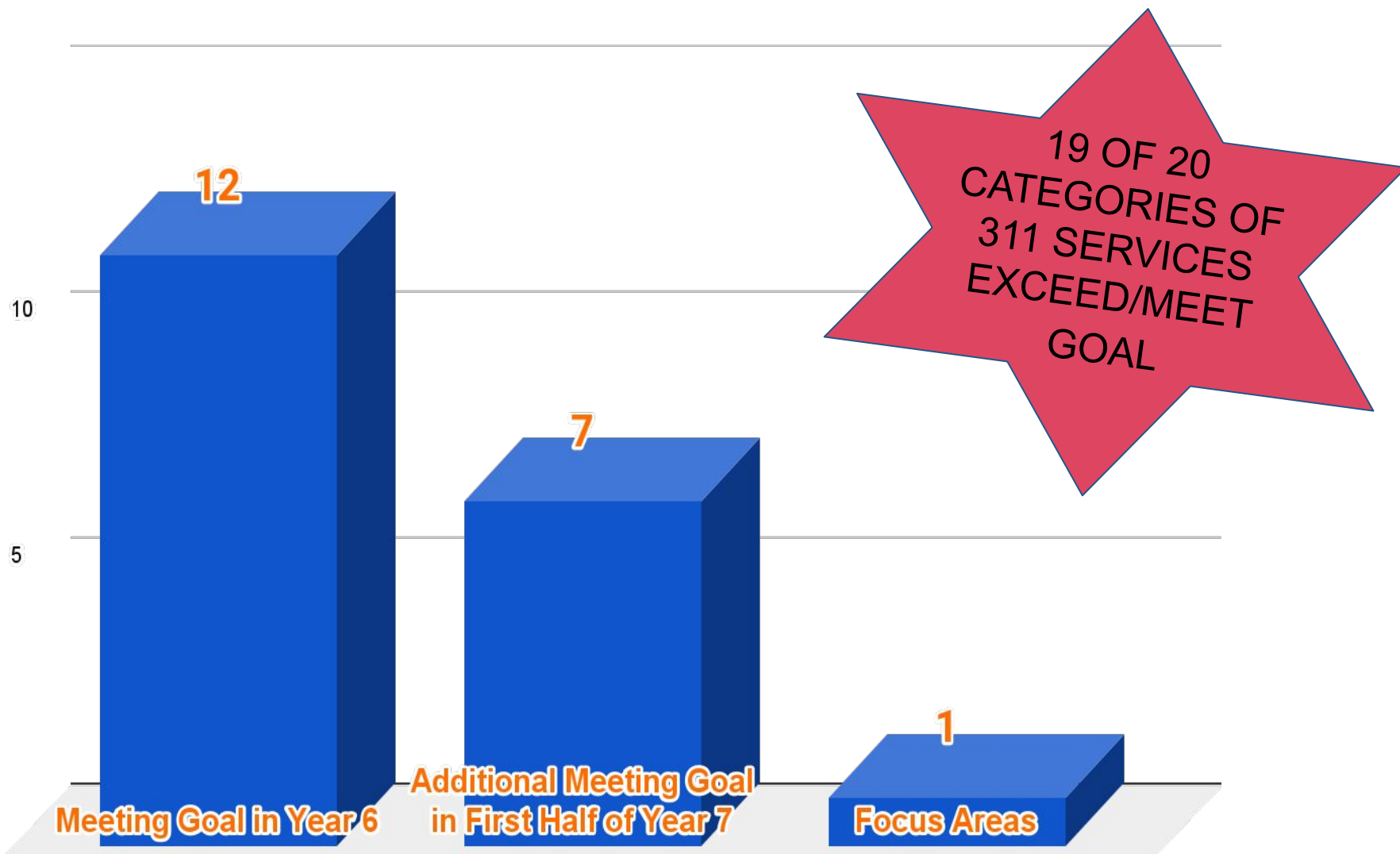
123,550

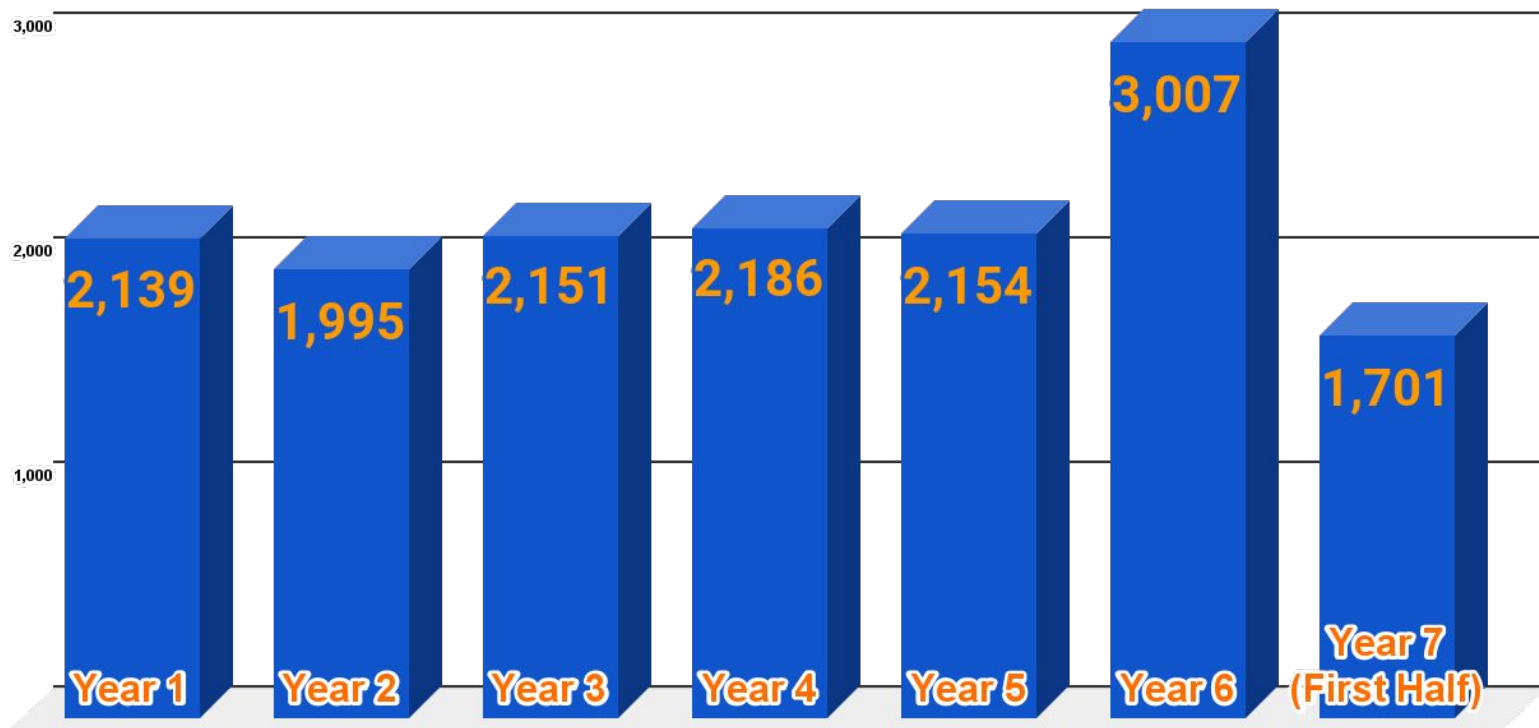


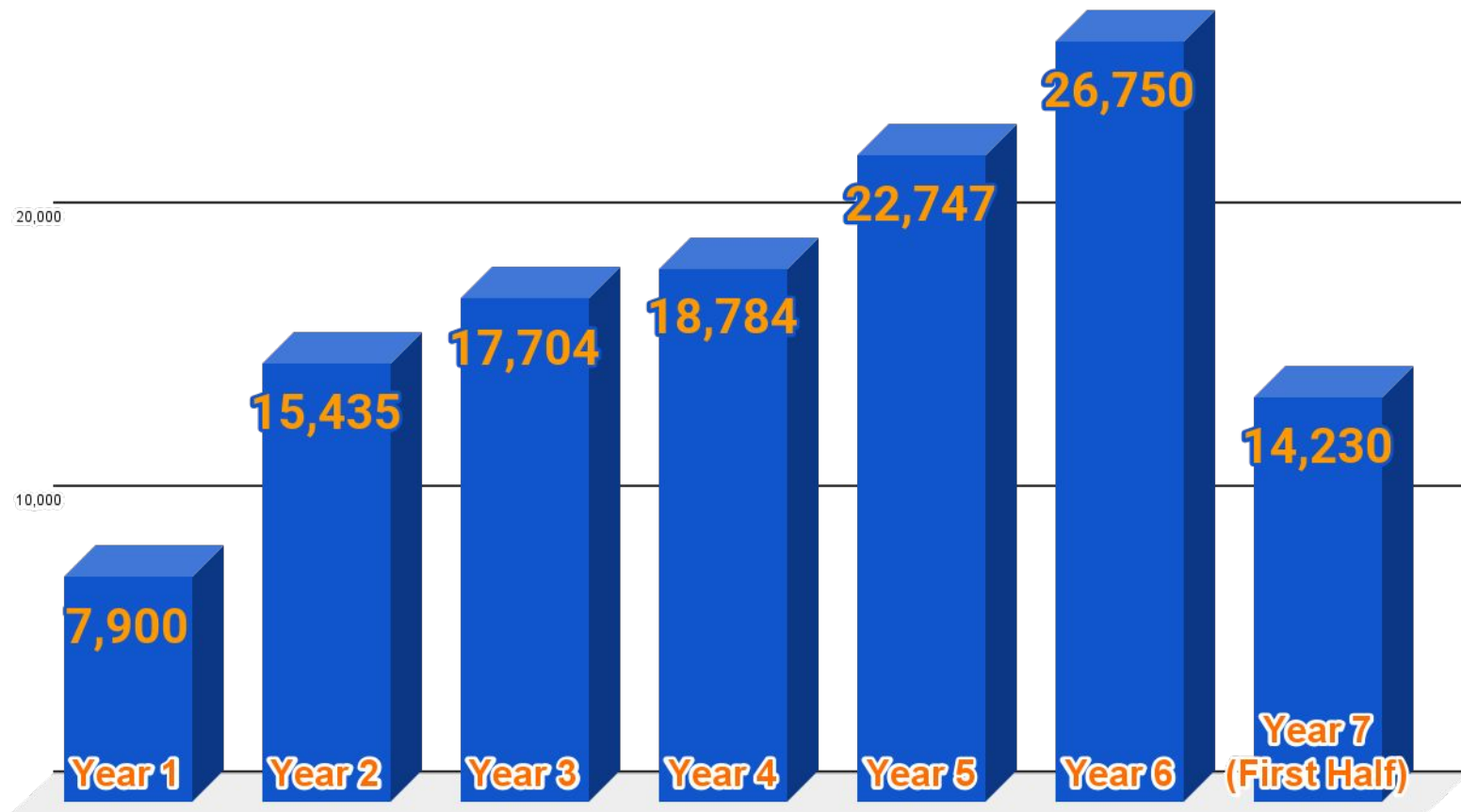
15,333

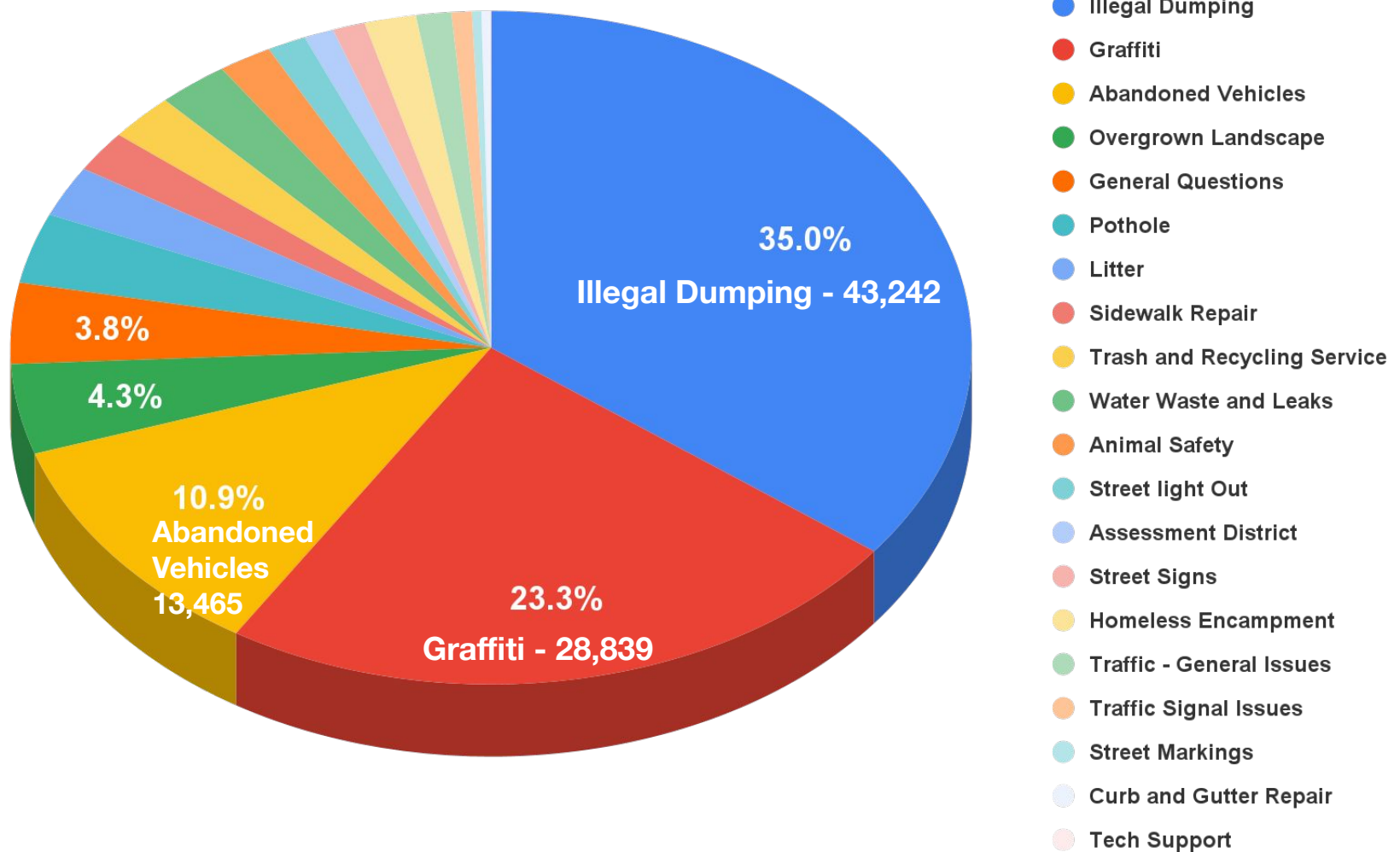


17 languages supported





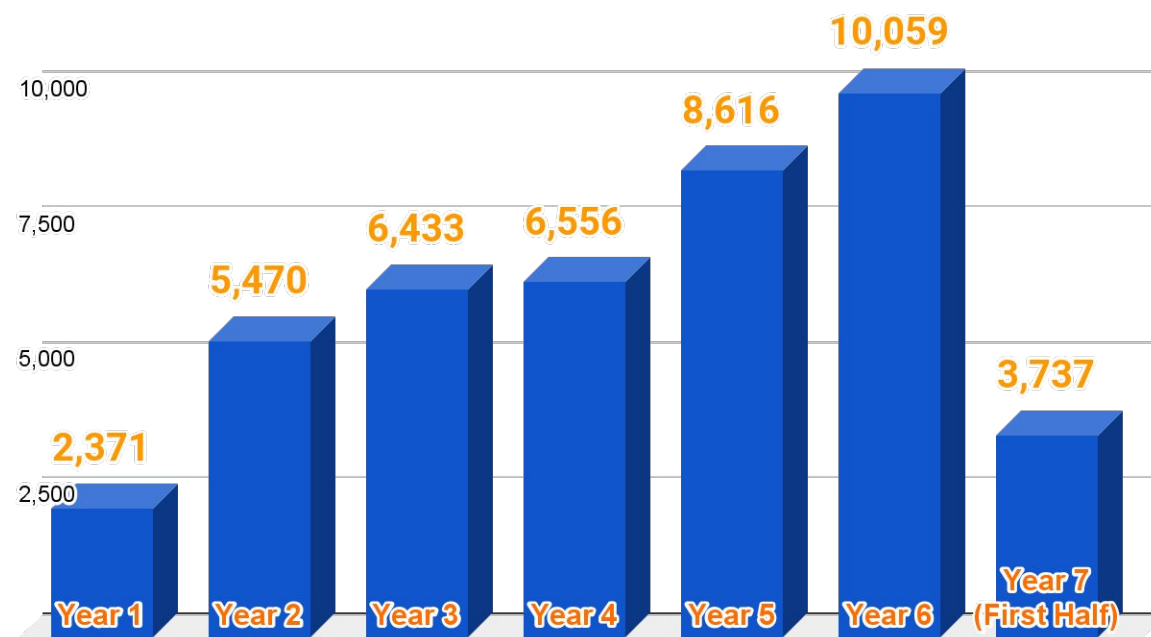




43,242 Total Illegal Dumping Requests in first 6 ½ years



Number of Requests Per Year



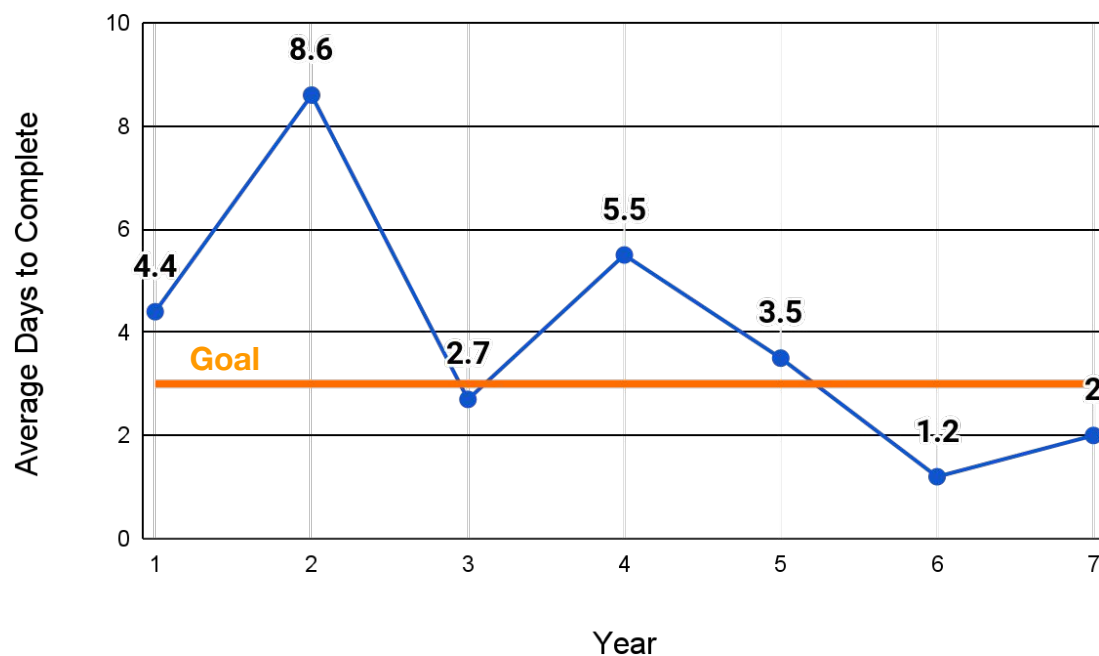
ILLEGAL DUMPING REQUESTS PERFORMANCE PER YEAR

9



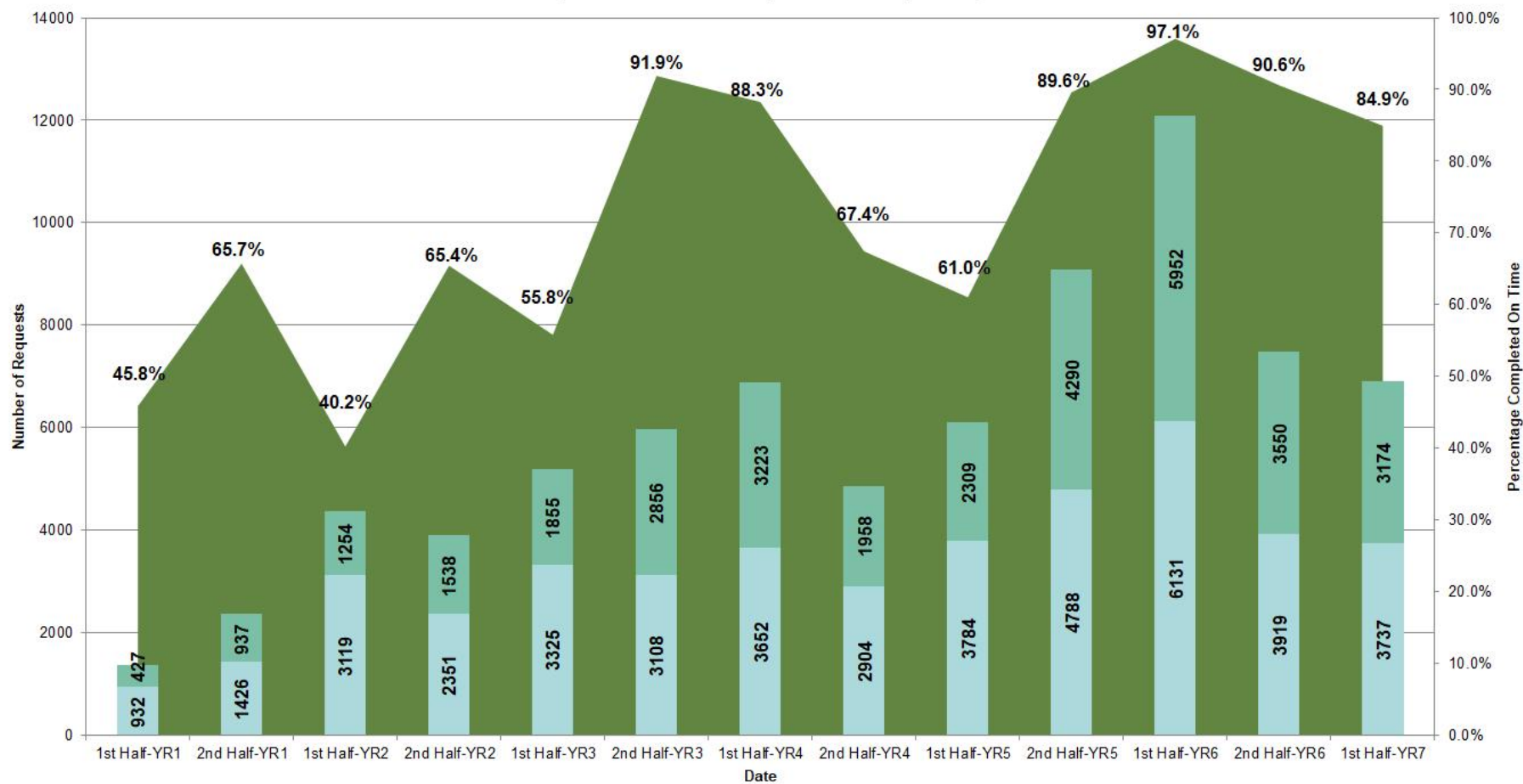
Goal = **3 Days**

Avg = **4 Days**



Illegal Dumping - 311 Total Requests and Percentage Completed On Time

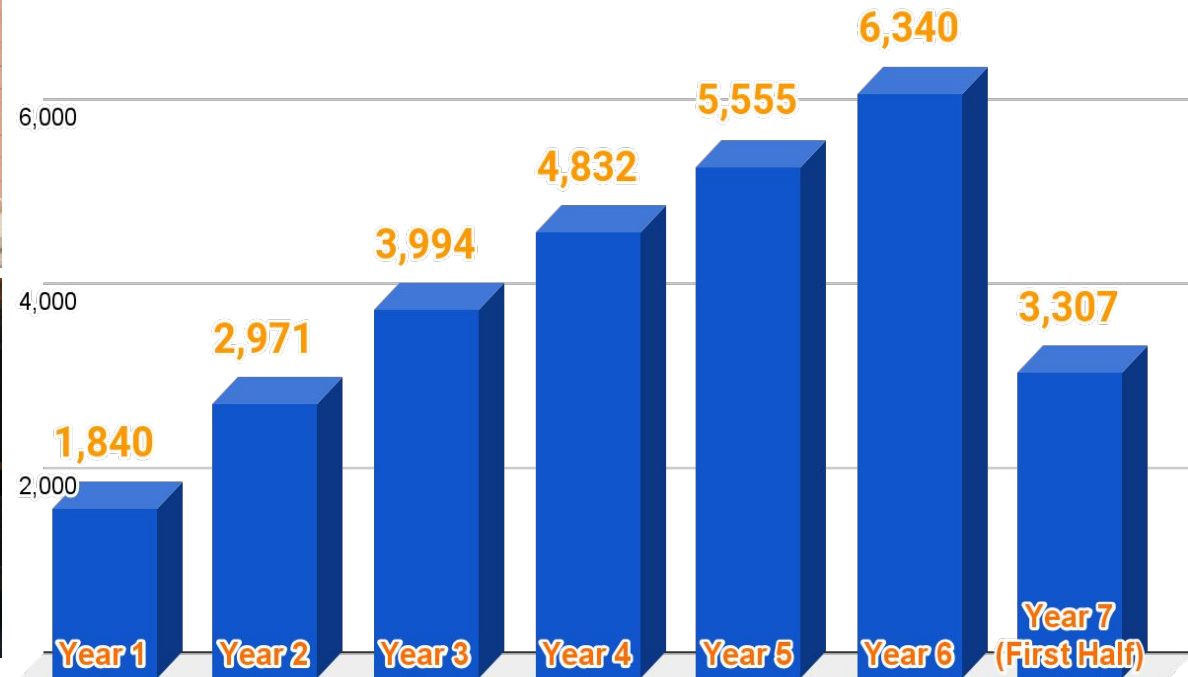
■ Percent Completed on Time ■ Total Request ■ Total Request Completed on Time



28,839 Total Graffiti Requests in first 6 ½ years

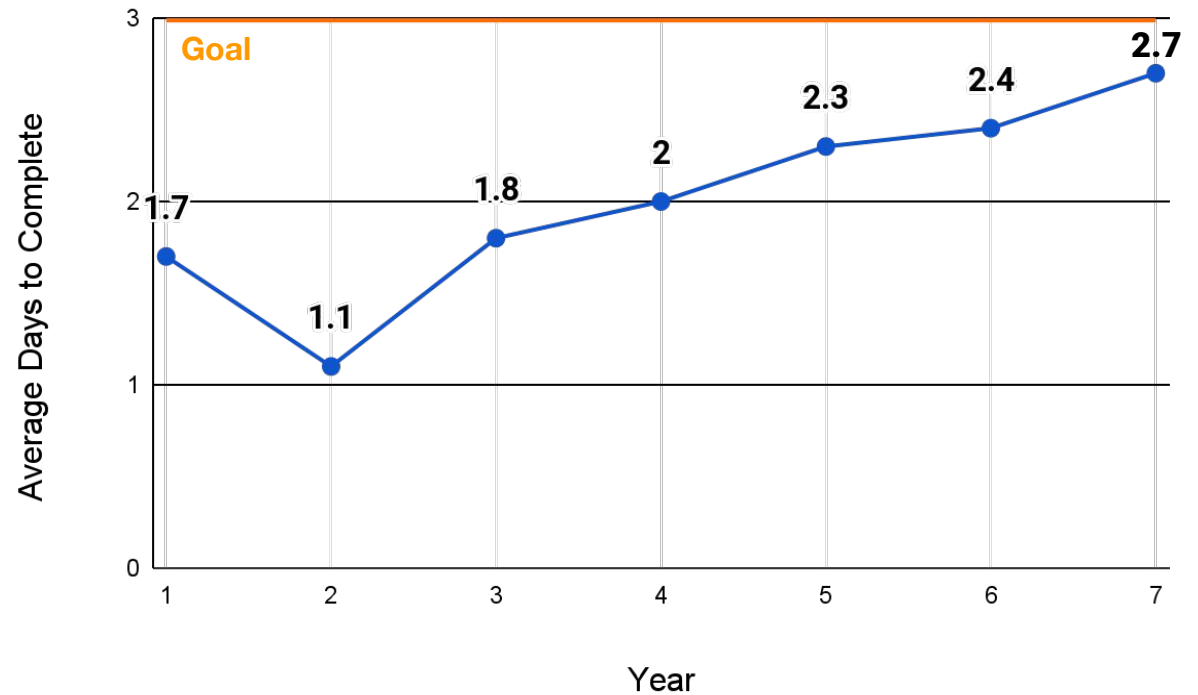


Number of Requests Per Year

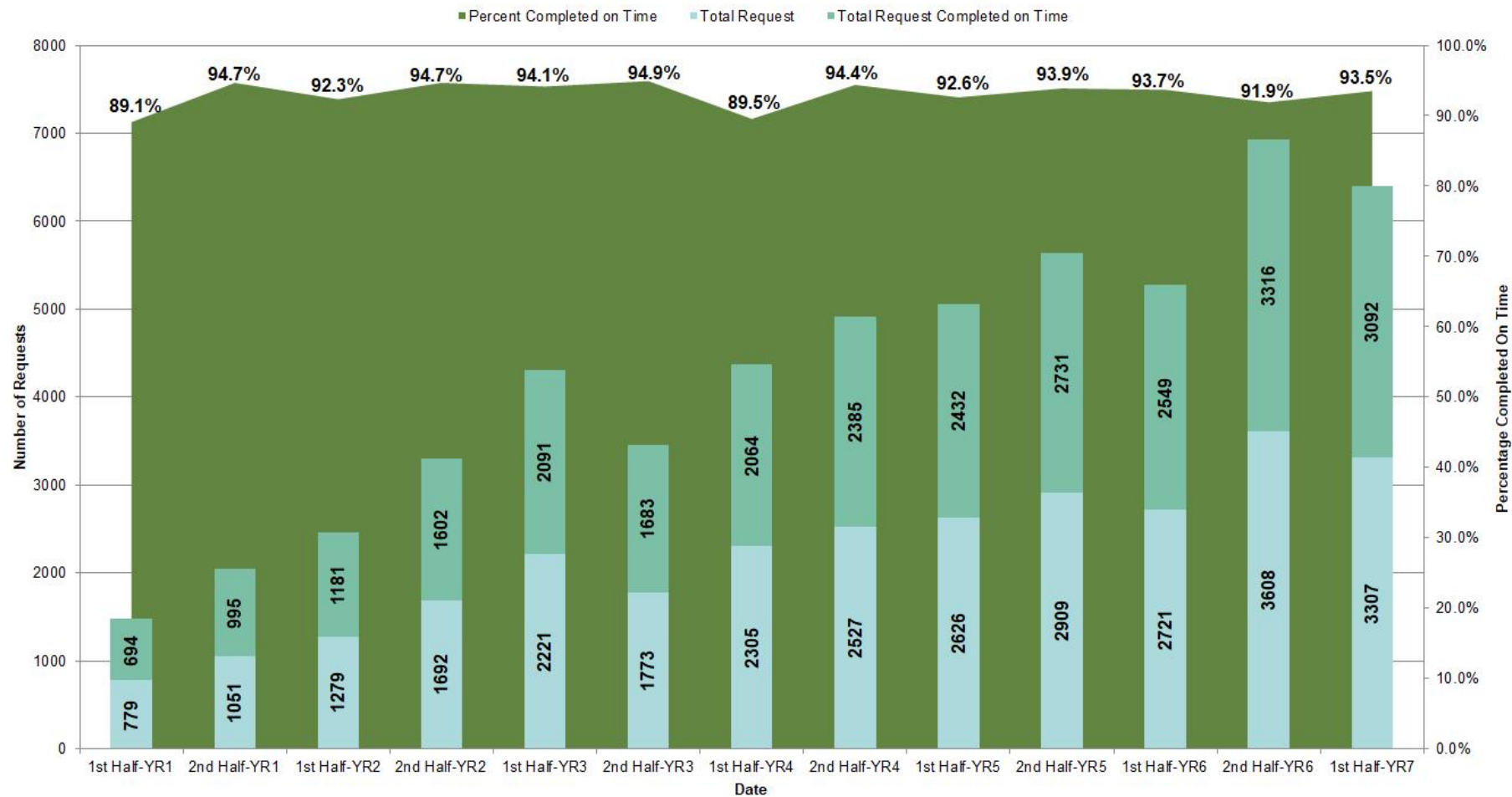




Goal = **3 Days** Avg = **2.0 Days**



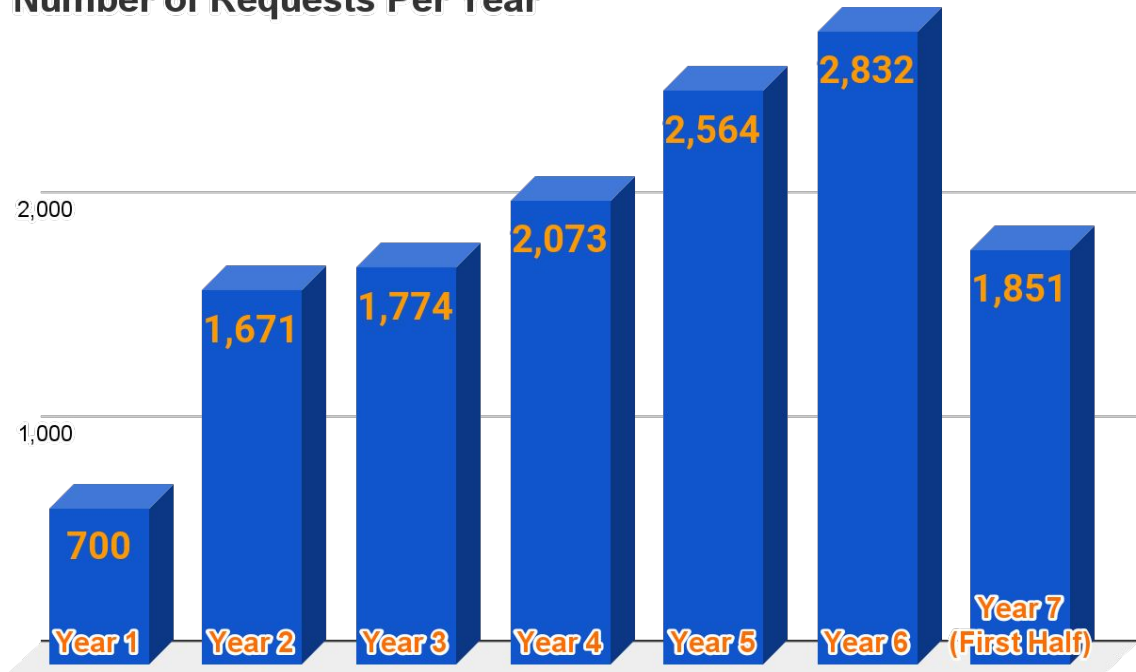
Graffiti - 311 Total Requests and Percentage Completed On Time



13,465 Abandoned Vehicle Requests in first 6 ½ years

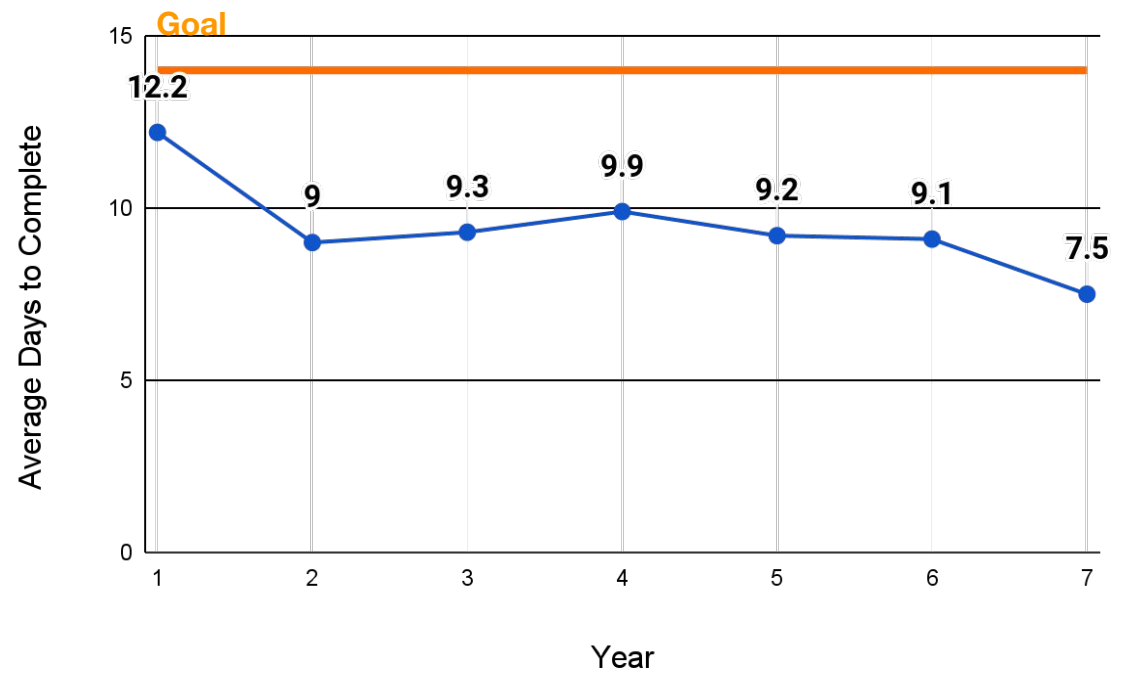


Number of Requests Per Year

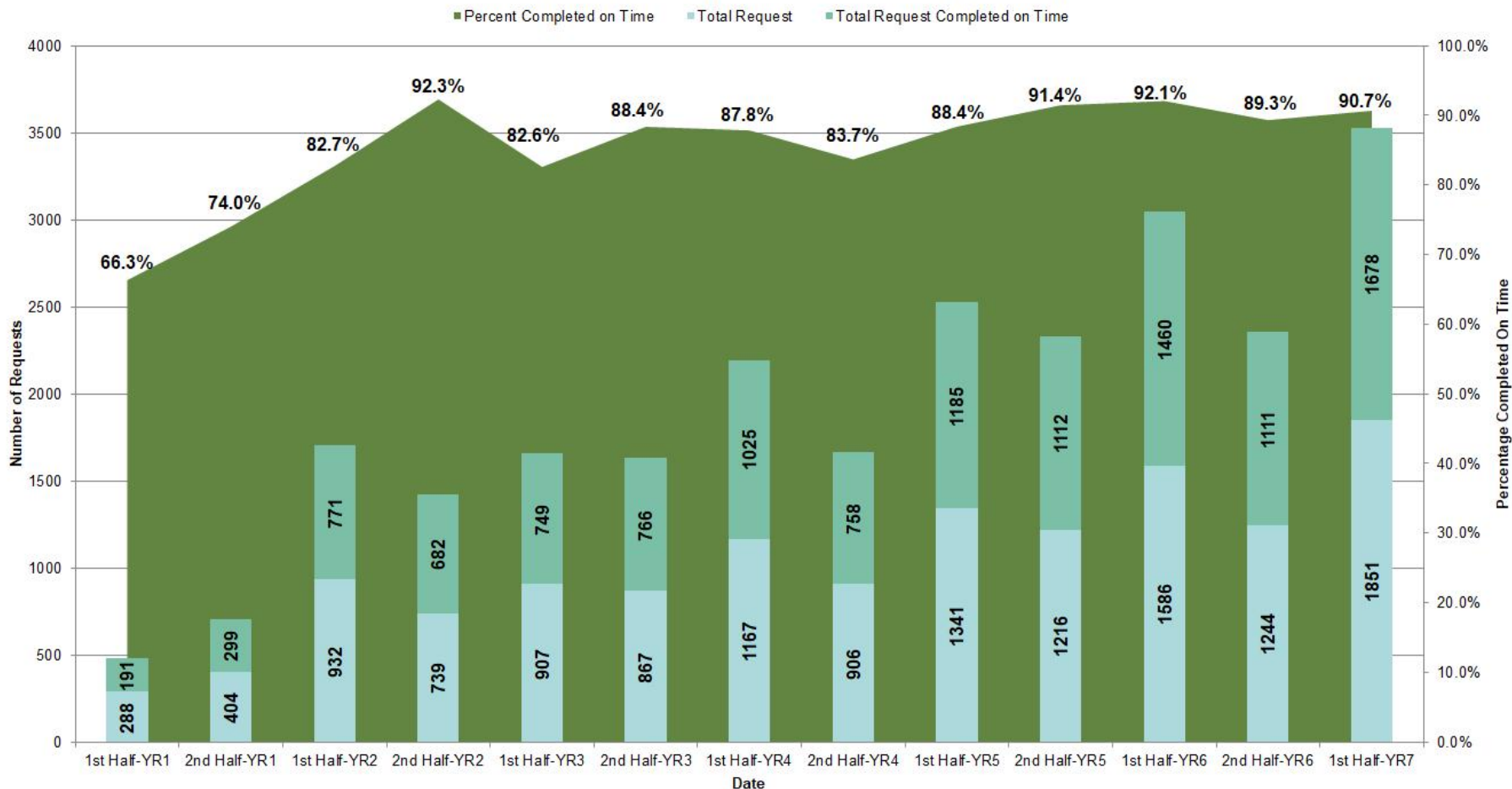




Goal = **14 Days** Avg = **9.4 Days**



Abandoned Vehicle - 311 Total Requests and Percentage Completed On Time



Assessment Districts

- Most requests are for tree trimming services and sidewalk repairs, both of which require funding
- The majority of requests are from Landscape Maintenance Districts (LMDs), which is a district type with highly varying levels of funding from district to district
- Special Districts staff are utilizing new shared agreements to address and resolve their tree trimming and sidewalk grinding requests
- Services will continue to be unavailable in some LMDs due to their limited available fund balance as a result of their capped assessments - see website: <https://www.oxnard.org/city-department/finance/special-assessment-districts/lmds/> for more information

That the City Council receive a City of Oxnard 311 constituent relationship management performance update for the period of performance year six (May 1, 2021 through April 30, 2022) and the first half of performance year seven (May 1, 2022 through October 31, 2022). (Community Services, Public Safety, Housing & Development Committee approved 3-0.)



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.5

DATE: February 21, 2023

TO: City Council

FROM: Denise Olson, Interim Chief Financial Officer, (805) 200-5400, denise.olson@oxnard.org

SUBJECT: Discussion of the State Auditor's 2021 Fiscal Health Ranking of California Cities. (10 minutes)

RECOMMENDATION

That the City Council receive the State Auditor's 2021 Fiscal Health Ranking of California Cities.

(This item was presented to the Finance and Governance Committee on January 10, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/gbDJR6hhG44>

BACKGROUND

California State Auditor Local Government Financial Risk Scores

The state auditor's office released its annual list of California's most financially at-risk cities. The report calculates financial risk scores for 482 cities based on a number of factors including reserves, debt burden, liquidity, revenue trends, pension funds and obligations, and post-employment benefit funds and obligations.

The rankings are not a reflection of where the cities' finances currently stand, but rather a snapshot of financial health based on an analysis of the prior fiscal year's audited financial statements – which, in the case of this year's report, is Fiscal Year 2020-21 (FY21).

Oxnard was ranked #8 most at risk based on the City's June 30, 2021 Annual Comprehensive Financial Report (ACFR).

DISCUSSION

Ranking Oxnard as 8th most financially at risk city makes a compelling headline but does not reflect a number of very important factors. The scores are calculated for all cities on an annual basis using a number of backward-looking factors using City's publicly available financial reports. Cities with scores less than 42, are considered to be at high risk of financial distress, and a score of around 72 is where an agency is considered a low risk. Of the 482 cities in California as at June 30, 2021; 5 are high risk, 156 Moderate risk, and 321 at low risk.

This staff report, organized by rating category, explains why the State Auditor has calculated a significant drop in ranking for the City of Oxnard and also describes the methodology used by the State Auditor in their effort to rank nearly five hundred cities of all shapes, sizes, and demographics.

The table below presents the California State Auditor's scoring range and the scores of the City of Oxnard for 2017 through 2021, by financial indicator, as available online at: https://www.auditor.ca.gov/local_high_risk/dashboard-csa

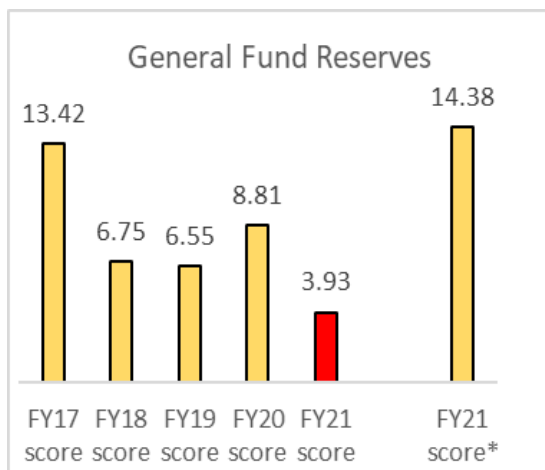
Financial Indicators		General Fund Reserves	Debt Burden	Liquidity	Revenue Trends	Pension Obligation	Pension Funding	Pension Costs	Future Pension Costs	OPEB Obligations	OPEB Funding	Total	City Rank
Total Available Points / 100		30.00	15.00	10.00	5.00	10.00	5.00	5.00	5.00	10.00	5.00	100.00	
Classification Boundaries	High Risk	6.50	8.33	4.99	2.50	4.00	3.50	2.22	2.22	4.00	3.50	41.76	
	Moderate Risk	16.00	13.33	7.49	3.75	8.00	4.00	3.33	3.33	8.00	4.00	71.23	
	Low Risk	30.00	15.00	10.00	5.00	10.00	5.00	5.00	5.00	10.00	5.00	100.00	
City of Oxnard Score	FY17 score	13.42	6.41	10.00	3.00	5.68	3.60	2.50	1.67	10.00	0.00	56.28	101
	FY18 score	6.75	6.58	10.00	2.75	5.60	3.70	2.78	1.67	10.00	0.00	49.83	41
	FY19 score	6.55	7.75	10.00	3.13	6.40	3.70	2.50	1.67	10.00	0.00	51.70	42
	FY20 score	8.81	7.75	8.55	3.00	6.08	3.70	2.22	1.67	10.00	0.00	51.78	49
	FY21 score	3.93	8.58	3.55	3.25	6.56	4.30	2.50	1.67	10.00	0.00	44.34	8
	FY21 score*												

General Fund Reserves – 30% of the total score

General Fund Reserves reported at the end of FY2021 reflect a \$36.5 million reduction in available fund balance due to a court order that the General Fund (including Streets Fund), reimburse Utility Funds (Water, Wastewater, and Environmental Waste) for Infrastructure Use Fees (IUF) collected over many years. This is the largest single factor to the significant reduction in the State's risk score from 51.78 (49th) in FY2020 to 44.34 (8th) in FY2021.

The City was ordered to transfer this money back over a three-year period, with \$5m of the \$36.5m was reimbursed in FY21 before the start of the three year period and the remaining transfers of \$12.0 million, \$10.0 million, and \$9.5 million due to occur in FY 22, FY 23, and FY 24 respectively. The total reimbursement order of \$36.5m became effective in June 2021. Government Accounting Standards required the City to recognize the full \$31.5 million remaining to be paid - as a reduction of available fund balance - in its ACFR as at June 30, 2021.

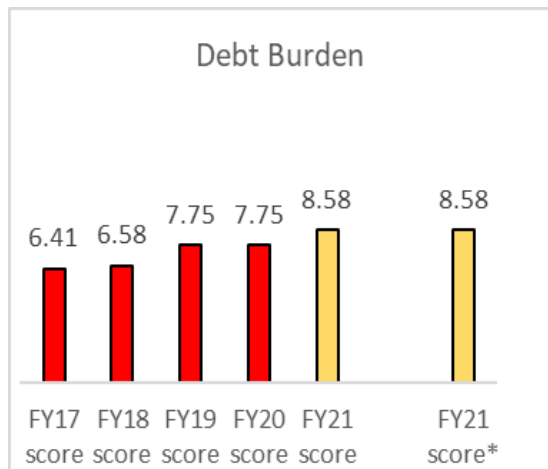
While this is rightly included in the state auditor report, it has a somewhat misleading negative impact on the financial risk score provided because the amount will be paid over three years compared to the immediate reduction to the general fund reserves resulting from the required accounting entry.



*Adjusting for this one-time impact would see Oxnard's score for General Fund reserves increase to approximately 14.38 from the actual FY21 score of 3.93, a significant increase that would see Oxnard move down the risk table approximately 100 places in the General Fund reserves category. Throughout this report - for reference purposes only - the FY21 score has been re-calculated to exude the one-time IUF reimbursement impact.

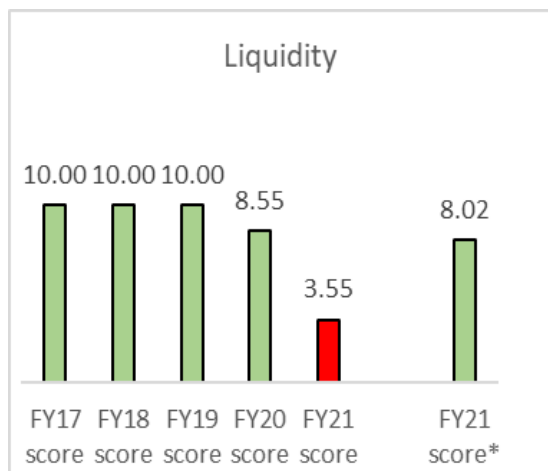
The estimated change in the General Fund reserves score, excluding the one-time IUF impact, would result in the overall City risk score of #69 (compared to the actual score of #8). This highlights the significance of this important indicator. Carrying sufficient reserves within the General Fund to ensure that vital services are maintained during economic challenges is an important responsibility of the City. Given the makeup of City taxes being more stable than many other agencies, and the new Measure E 1.5% sales tax, there is cause for optimism that the City's reserves will be sufficient in the coming years.

Debt Burden – 15% of the total score



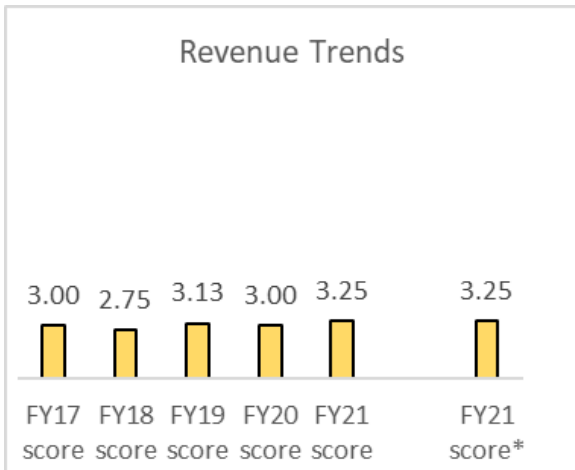
The debt burden score is a factor of general fund revenues and long-term debt. The City issues debt in order to build and maintain critical infrastructure. Spreading the cost of capital improvements and maintenance over the life of an asset through debt payments is a way to achieve generational equity by attempting to match the costs to taxpayers over the time period the asset will be in use. This score will improve when the City reports its FY22 ACFR including a full year of Measure E tax receipts.

Liquidity – 10% of the total score



Liquidity score is a factor of cash and investments compared to liabilities. The IUF liability impacts this score similarly to the General Fund reserves score. Adjusting for the one-time IUF impact the City would gain approximately 4.5 points, reducing the risk score from high risk to low risk. Furthermore, the City has sufficient and growing revenues to cover its debt service. This fact resulted in the improvement to the City's credit rating on October 26, 2022 from "A" to "AA-", with rating improvements for lease revenue bonds from "A-" to "A", and Gas Tax bonds from "A+" to "AA-", the fifth upgrade in the last 12 months.

Revenue Trends – 5% of the total score

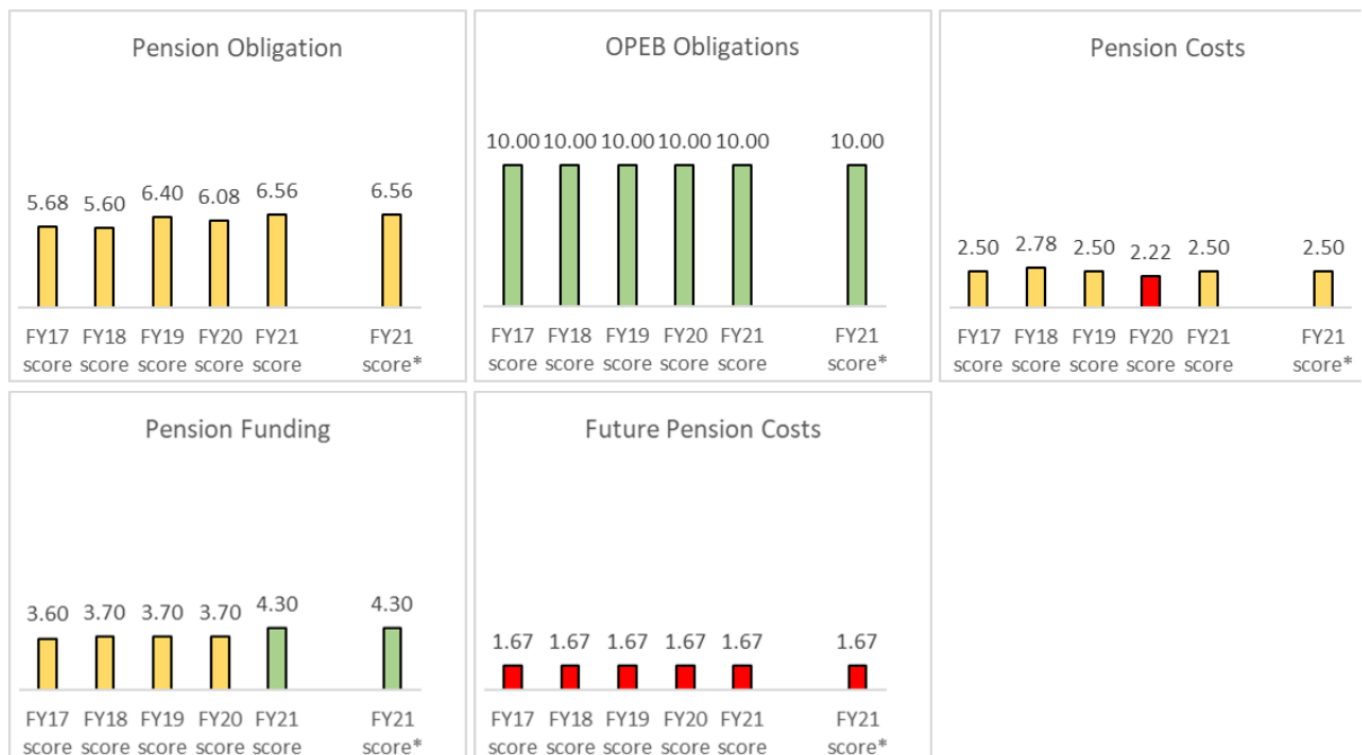


Revenue trends have been positive for the City representing strong growth in the local area for property and sales tax (the two largest sources of revenue for the General Fund.) the report does not take any regard to Measure E, 1.5% Sales tax increase, approved by the voters in November 2020, with receipts commencing in April 1 2022 (final quarter of FY21). This new revenue source along with continued growth in other major categories is not factored into the FY21 score, and should materially impact the assessment.

The City's fundamentals are strong; Oxnard does not overly rely upon tax revenue from discretionary-spending driven sources such as Transient Occupancy Tax (TOT or hotel tax), and Oxnard benefits from a robust real estate market resulting in good property values and corresponding property tax revenues.

Pension Obligations and Other Post Employment Benefits – 40% of the total score

This category is an amalgamation of several different factors.



Long established, full-service cities tend to have larger, more mature pension funds and share the same challenge of unfunded liabilities built over years due to investment returns not keeping pace with actuarial assumptions. Oxnard employees and retirees are members of CalPERS (California Public Employees Retirement System). The City was 70% funded as at June 30, 2021, in line with most large CalPERS agencies. Like those cities, Oxnard is actively exploring a range of options to mitigate the unfunded liability. The City is pre-paying its annual required unfunded liability basis and held several workshops over the past few years to discuss potential strategies.

Summary

The State Auditor ranking of cities based on financial indicators can be a helpful tool as long as it is used in context of its methodology and an appropriate amount of analysis of the many factors affecting current and future financial health of cities.

It can be a challenging task to create a useful and objective comparison of the 482 California cities. Distilling all the various nuances and differences in services provided, and economic differences by location to present an objective and useful comparison. The State Auditor's annual risk categorization and ranking is a useful data point - however - it should not be used as a stand-alone evaluation metric. Users of the ranking must consider other factors such as future projections and consider decisions made that are not included in historic financial results.

Oxnard staff continue to closely monitor all the city's financial indicators and make recommendations to Council when adjustments to budget or financial strategy may be needed. The City is not immune to external economic downturns and the considerable pressure on budgets caused by pension liabilities. The outlook is steadily improving and stabilizing for the City of Oxnard, as evidenced by the continuation of ratings upgrades received from Standards and Poors, including as recently as October 2022. This rating process is trusted by investors all around the world and is the result of careful analysis of audited reports, interviews with City leadership, and discussion of financial strategy and forecasts.

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

The Finance and Governance Committee approved 2-0 on January 10, 2023, that the City Council receive and file this report.

Prepared by: Mark Sewell, Assistant Chief Financial Officer

ATTACHMENTS

1. City Council Presentation - State Auditor's 2021 Fiscal Health Ranking of California Cities

STATE AUDITOR'S 2021 FISCAL HEALTH RANKING OF CALIFORNIA CITIES

City Council— February 21, 2023

Prepared by: Mark Sewell, Assistant Chief Financial Officer



OVERVIEW

- State of California Audit Office publishes an annual risk assessment on all 482 California Cities.
- Risk Assessment attempts to quantify and rank fiscal health based on a number of publicly available financial indicators.
- Cities considered High Risk may be subject to State Audits and corrective action plans to the Joint Legislative Audit Committee.
- City of Oxnard was again categorized as at Moderate Risk of Financial Distress in its most recent report (FY21)
- City of Oxnard rank when compared to other California cities increased to #8 in FY21 (from #49 in FY20)

This Presentation attempts to explain the methodology of the score, and reassure Council and the public, that while the City has seen its rank increase, the financial fundamentals for the City are strong and improving.

STATE AUDITOR METHODOLOGY

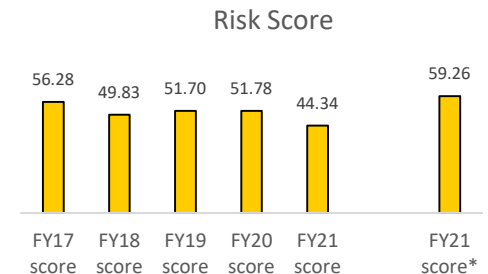
- Factors that could indicate Financial Distress:
 - **Financial Reserves**
 - Does the city have sufficient reserves to cover unexpected costs or shortfalls in revenue?
 - **Debt Burden**
 - How is the city's level of debt compared to its income
 - **Cash Position / Liquidity**
 - Is the city able to pay its bills in the coming fiscal year?
 - **Revenue Trends**
 - Is the city's revenue going down over time?
 - **Retirement Obligations**
 - Does the city have the ability to pay for retirement benefits it promised its employees?
- The product of an advisory panel made up of members from Public Policy Institute of California, CalPERS, S&P Global Rating Services, California Society of Municipal Finance Officers, League of California Cities and University of Washington.
- State Auditor focuses on the General Fund, as this is often the largest fund, and is responsible for public safety, public works, recreation and parks.

CITY OF OXNARD: SCORE BY FINANCIAL FACTOR

- City of Oxnard ranked #8 most at risk of Financial Distress.
- Ranking based on a number of backward looking factors including:
 - General Fund Reserves, Debt, Liquidity and Pension Obligations.

Financial Indicators		General Fund Reserves	Debt Burden	Liquidity	Revenue Trends	Pension Obligation	Pension Funding	Pension Costs	Future Pension Costs	OPEB Obligations	OPEB Funding	Total	City Rank
Total Available Points / 100		30.00	15.00	10.00	5.00	10.00	5.00	5.00	5.00	10.00	5.00	100.00	
Classification Boundaries	High Risk	6.50	8.33	4.99	2.50	4.00	3.50	2.22	2.22	4.00	3.50	41.76	
	Moderate Risk	16.00	13.33	7.49	3.75	8.00	4.00	3.33	3.33	8.00	4.00	71.23	
	Low Risk	30.00	15.00	10.00	5.00	10.00	5.00	5.00	5.00	10.00	5.00	100.00	
City of Oxnard Score	FY17 score	13.42	6.41	10.00	3.00	5.68	3.60	2.50	1.67	10.00	0.00	56.28	101
	FY18 score	6.75	6.58	10.00	2.75	5.60	3.70	2.78	1.67	10.00	0.00	49.83	41
	FY19 score	6.55	7.75	10.00	3.13	6.40	3.70	2.50	1.67	10.00	0.00	51.70	42
	FY20 score	8.81	7.75	8.55	3.00	6.08	3.70	2.22	1.67	10.00	0.00	51.78	49
	FY21 score	3.93	8.58	3.55	3.25	6.56	4.30	2.50	1.67	10.00	0.00	44.34	8

- Oxnard ranking changed from #49 to #8 in FY21.
- City considered at Moderate Risk FY17 – FY21.

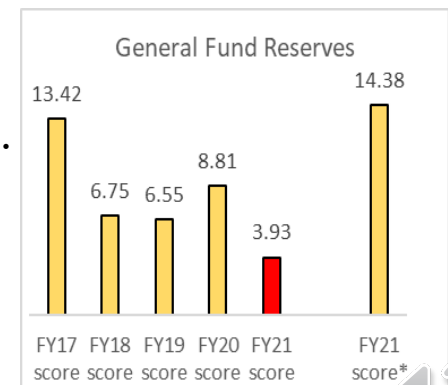


UNDERSTANDING THE CHANGE IN RANK

- City of Oxnard ranked #8 Most Financially at Risk
 - FY20: 51.78 #49
 - FY21: 44.34 #8
 - Important to note that City is **not considered at High Risk** .
- FY21 Financial Factors Impacted by One time Adjustment:
 - General Fund Reserves
 - Liquidity
 - City recognized Court Ordered Infrastructure Use Fee (IUF) liability to the General Fund (\$36.5m) in FY21.
 - As required by Governmental Accounting Standards
 - Common Practice to remove one-time events when comparing fiscal years
 - Impact of unwinding many years of IUF all reported in one fiscal year (FY2021)
- New, Ongoing Revenue, Measure E (1.5% tax), Not Fully Factored into Analysis.
 - Commenced in final quarter of FY21.
 - Full benefit not yet seen in financial results used to calculate score.
 - Will enable City to improve General Fund Reserves, Liquidity and other factors.

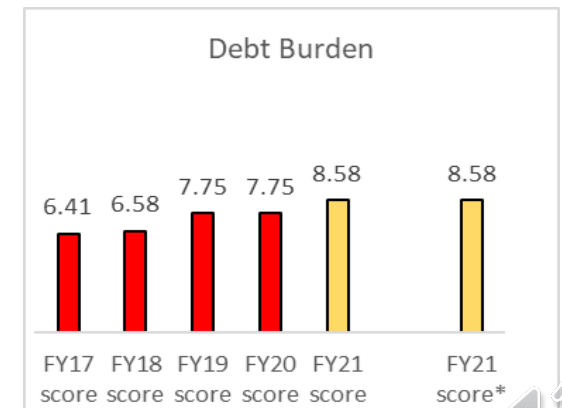
GENERAL FUND RESERVES

- General Fund Reserves at end of FY21, reported below policy levels due to the required accounting adjustment recognizing full \$36.5 million IUF judgement.
 - \$5.0 million paid in FY21
 - \$12.0 million paid in FY22
 - \$10.0 million to be paid in FY23
 - \$9.5 million to be paid in FY24
- City was required to recognize the full \$36.5 million in FY21, the Court order spread the reimbursement over four years
- City is able to utilize future revenues in order to make these payments.
- Measure E, 1.5% voter approved tax measure commenced receipts in April 2021
- Unrestricted revenue source used to fund general government.
- Helping the City to provide essential services, deliver capital projects and rebuild available general fund reserves.
- Adjusting for the IUF shows an underlying score of 14.38.



DEBT BURDEN

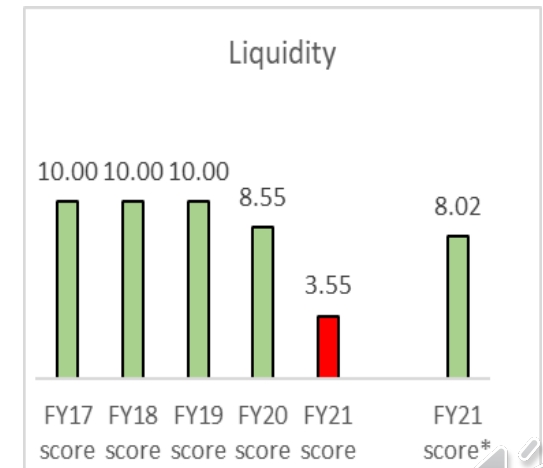
- Ability for the City to service its debts. (excluding Pensions)
- Calculated as Long Term Debt / Revenues
- City debt burden has been improving as revenues have increased over the years and debt payments made.
- The City issues debt in order to build and maintain critical infrastructure.
- Spreading the cost of capital improvements and maintenance over the life of an asset through debt payments is a way to achieve generational equity.
- Matching the costs to taxpayers over the time period the asset will be in use.
- This score will improve when the City reports its FY22 ACFR including a full year of Measure E tax.



LIQUIDITY

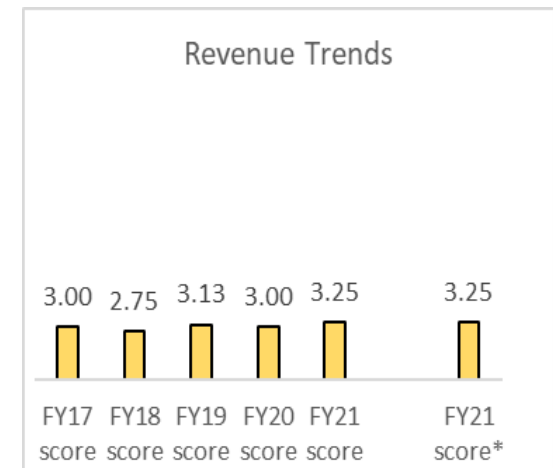
- Ability for the City to pay its bills in the short term.
- Calculated as General Fund Cash/General Fund Liabilities
- City paid \$5.0 million in FY21 (reduced Cash)
- City recognized liability of further \$31.5 million (increased liabilities)
- Therefore, Liquidity ratio was impacted significantly by the IUF ruling
- Court Order spread the reimbursement over four years, and this is not factored into the state auditor calculation, meaning future revenues and not just existing cash can be used to make the payments.

*Adjusting for the IUF improves from High Risk to Low Risk.



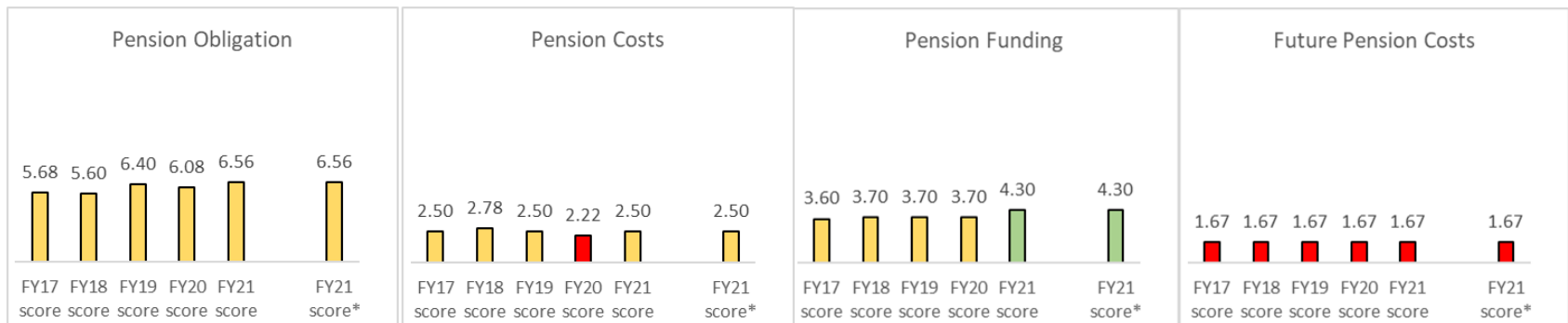
REVENUE TRENDS

- Extent to which the City's revenues are increasing or shrinking over time.
- Calculated as average annual change over last three years.
- The Score of 3.25 / 5.00 puts the City close to Low Risk (3.75)
- This does not factor in a full year of Measure E revenues.
- City of Oxnard has strong fundamental revenues from Sales and Property taxes.
- Does not rely heavily on more consumer discretionary sources of revenue such as Transient Occupancy Tax.



RETIREMENT OBLIGATIONS

- Net Pension Liability, Required annual payments to CalPERS, Value of Pension Assets and Liabilities and Governmental Revenues are all factors in determining the risk of financial distress as determined by the State Auditors.
- City of Oxnard is similar to many long established, full service cities with large, mature pension plans administered by CalPERS.
- The City's funded status of 70% in FY21 is in line with many other agencies, reflecting the challenge of investment returns falling below actuarial assumptions.
- The City is actively exploring range of options to mitigate pension risk.



SUMMARY

- It is a challenging task to compare nearly 500 cities and account for all the local nuances within each city.
- The State Auditor Risk of Financial Distress can be a good tool as long as it is used as one of many tools to evaluate the financial performance and position of a municipality.
- Ranking Oxnard at Moderate Risk of Financial Distress does not seem unreasonable.
- However, financial factors used to generate the final score are heavily impacted by the IUF adjustment, and weigh this heavily in the overall rank.
- Moreover, the analysis does not fully allow for material new revenues, Measure E.

City Ratings Upgrade

- Standard and Poors (S&P) have access to the same data as the State Auditors, and augment this with additional information provided by staff during presentations to better understand financial and operating strategy for the City.
- S&P upgraded the City's credit rating (a widely accepted indicator of financial risk) as recently as October 2022 on the basis of historic and projected financial information.

The City does face some significant financial challenges, but is well positioned with the recent passing of Measure E, continued tight cost control and strategic debt management, to continue to provide essential services, and work toward delivery of Council's strategic priorities in the coming years.



THANK YOU

