

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

May 16, 2023

Closed Session - 5:00 PM

Appointment Items - 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: 826 9743 2973
3. Passcode: 110480

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR 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 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)

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- b. Submit an email to cityclerk@oxnard.org by 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. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- 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.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION (5:00 PM)

1. Legislative Body: City Council
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))
Robert Summers v. City of Oxnard, Ventura County Superior Court Case No. 56-2021-00555547-CU-MC-VTA

D. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Presentation by the Youth Coalition of Oxnard on Community Gardens as a Way to Alleviate Food Insecurity.

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 21 - 27, 2023 as "Public Works Week."
2. SUBJECT: Presentation of a Proclamation Designating May 29, 2023 as "Memorial Day."

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the April 4, 2023 and April 13, 2023 regular meetings as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Construction Agreement 32300311 with Pacific Builders & Roofing, Inc. dba WSP Roofing for Wilson Senior Center Roof Replacement Project, Specification No. PW 23-33.

RECOMMENDATION:

That the City Council approve and authorize the following for a total of \$711,750.78 in Project funds for the Wilson Senior Center Roof Replacement Project (Project No. C2042/MO5516):

1. Execute an Agreement with Pacific Builders & Roofing, Inc. dba WSP Roofing in the amount of \$547,500.60 for the Project;
2. A Project contingency amount of \$109,500.12 (20%) with Pacific Builders & Roofing, Inc. dba WSP Roofing for a total not to exceed value of \$657,000.72 for the Project;
3. A Project allocation amount of \$54,750.06 for engineering, inspection, survey and project management for the Project; and

4. A project budget appropriation transfer in the amount of \$342,000 in the General Fund Capital Outlay Fund (301) from the Roof Replacement-Various Facilities Project (Project No. C2306/235702) to the Wilson Senior Center Roof Replacement Project (Project No. C2042/MO5516).

(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.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Housing Department

SUBJECT: Investment Policy and Portfolio Guidelines for the Housing Authority of the City of Oxnard.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution adopting an investment policy and portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2023-2024.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023 to approve the staff recommendation and to forward the item for Council approval.)

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

4. Public Works Department

SUBJECT: Trade Services Agreement 32400001 with Quinn Company, for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment. Specification No. PW 23-66.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Quinn Company for an amount not to exceed \$840,000 for a three-year term for the maintenance of portable generators and heavy equipment.

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Second Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency, and Non-Emergency Maintenance Services.

RECOMMENDATION: That the City Council approve and authorize the execution of a Second Amendment to an Agreement with Econolite Systems Incorporated to increase the not to exceed amount from \$300,000 to \$500,000 for traffic signal preventive, emergency, and non-emergency maintenance services and extend the contract termination date to June 30, 2025.

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

M. PUBLIC HEARINGS**1. Housing Department**

SUBJECT: Adoption of the Fiscal Year 2023-2024 Annual Action Plan and amended Oxnard Citizen Participation Plan. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan with funding recommendations and the amended Oxnard Citizen Participation Plan;
2. Approve the fiscal year 2023-2024 Annual Action Plan with the recommended use of funds for selected activities that conform with the City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan;
3. Approve the updated changes in the amended Oxnard Citizen Participation Plan;
4. Authorize the City Manager, and his designees, to incorporate the final grant allocations into the 2023 Annual Action Plan, and authorize the budget appropriations to fund the administration, and projects, including the ability to increase or decrease project funding by ten percent or up to the administrative amount allowed of the administering staff, whichever is greater;
5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from the public input to the fiscal year 2023-2024 Annual Action Plan and the amended Oxnard Citizen Participation Plan, as directed by the City Council, including the authorization of funding appropriations and revenue or expenditure budget changes, up to ten percent of each grant;
6. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2023-2024 Annual Action Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development; and
7. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Annual Action Plan including sub recipients, interdepartmental, and intradepartmental agreements.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DoJkJWv72sE>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

N. REPORTS**1. City Manager Department**

SUBJECT: Update on Efforts of the Mayor's Gateway Task Force and Authorization of an Agreement with Found Design, LLC dba MERJE for the Gateway Project. (15 minutes)

RECOMMENDATION: That the City Council:

Receive an update on the locations and preliminary schematic designs for the four (4) gateways proposed by the Mayor's Gateway Task Force;

Authorize the City Manager to execute an agreement with Found Design, LLC dba MERJE for a not-to-exceed amount of \$400,000 for the proposed design development, documentation, engineering and construction administration of up to four (4) gateways; and
Authorize the City Manager to initiate the design, construction, permitting, and project management of Gateway Location 1, in South Oxnard.
(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/RwHWk4qAvDc>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. Information Technology Department

SUBJECT: Purchasing Authorization with Insight Public Sector Inc. for Information Technology Goods and Services. (10 minutes)

RECOMMENDATION: That City Council approve and authorize the Mayor to extend Purchase Order 8481 for information technology goods and services with Insight Public Sector, Inc. by revising its expiration date from February 15, 2024, to June 30, 2026, and raising the not to exceed amount from \$770,000 to \$2,635,000 over an additional 28 month period.

(The Finance and Governance Committee approved 3-0 on April 25, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/e4qkRw3mvO4>

Legislative Body: City Council

Contact: Helen Miller, (805)385-7446

3. Housing Department

SUBJECT: Acquisition of Real Property at 2900 Saviers Road in Support of the Oxnard Police Department for a Future Precinct in South Oxnard. (10 minutes)

RECOMMENDATION: That the City Council:

1. Approve the acquisition of property located at 2900 Saviers Road for the future development of an Oxnard Police Department precinct; and
2. Appropriate \$2,400,000 from the General Fund reserve for the purchase of the property; and
3. Authorize the City Manager or his designee to execute any and all documents necessary to facilitate this transaction.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/NDZ7ljttDhk>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

4. Public Works Department

SUBJECT: Adoption of Ordinance No. 3028 Establishing New Water Rates, Fees and Charges. (20 minutes)

RECOMMENDATION: That the City Council:

1. Adopt Ordinance No. 3028 entitled "Ordinance of the City Council of the City of Oxnard to Establish Water Rate and Fee Increases for Customer Use and Service from the City Water Service;" and
2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in title 14 California Code of Regulations section 15273.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/cDYCdov4dBE>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

O. ADJOURNMENT



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

DATE: May 16, 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 April 4, 2023 and April 13, 2023 regular meetings 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 04 04 2023 CC Regular Meeting
2. MINUTES 04 13 2023 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 4, 2023

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

At 5:32 p.m., Mayor Pro Tem MacDonald called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, and Mayor Pro Tem Bryan A. MacDonald were present. Mayor John C. Zaragoza was absent.

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; Joseph Marcinko, Assistant Public Works Director; Omar Castro, Water Division Manager; Emilio Ramirez, Housing Director; Terrel Harrison, Cultural & Community Services Director; and Dee Lai, Assistant City Clerk.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. **CLOSED SESSION (5:30 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 5:32 p.m., the City Council recessed to a closed session. At 5:58 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. **OPENING CEREMONIES (6:00 PM)**

The flag salute was followed by a moment of silence.

1. **City Clerk Department**

SUBJECT: Declare Results of the Canvass of Returns of the March 7, 2023 Special Municipal

Election and Administer the Oath of Office.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,681** declaring the results of the canvass of returns of the March 7, 2023 Special Municipal Election for District 6 in the City of Oxnard; and
2. Authorize the City Clerk to administer the oath of office to the newly elected Council member, Arthur Valenzuela Jr., followed by remarks from the Council members.

A motion was made by Council to adopt **Resolution No. 15,681** declaring the results of the canvass of returns of the March 7, 2023 Special Municipal Election for District 6 in the City of Oxnard. The final official canvass shows that Arthur Valenzuela Jr. was the successful candidate for the city's vacant District 6 seat.

The Oath of Office was conducted by Jonathan Abboud, General Manager of the Isla Vista Community Services District and the President of the Santa Barbara City College Trustees.

Public comments were received from Michael MacDonald, Manuel Herrera, and Joshua Medrano.

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

This was followed by a brief recess.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of April 2023 as "Sexual Assault and Child Abuse Awareness Month."

Mayor Pro Tem MacDonald presented the proclamation to Sergeant Scott Aaron with the Oxnard Police Department. Sergeant Aaron introduced members of the Oxnard Police Department Crimes Unit. They accepted the proclamation and said a few words.

2. SUBJECT: Presentation of a Proclamation Designating the Week of April 23 - 29, 2023 as "Library Week."

Mayor Pro Tem MacDonald presented the proclamation to Terrel Harrison, Cultural & Community Services Director. Director Harrison introduced Marlene Cristal, Library Circulation Services Aide. Ms. Cristal introduced members of the Oxnard Library staff. They accepted the proclamation and said a few words.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Brenda Guzman (homeless community/shelter), Ronald Arruejo (East Village Neighborhood Council meetings), Dorina Padilla (Oxnard Oklahoma

Sister City International Organization), Carolina Gallardo Magana (311 application and parking issues), Montserrat Sanchez (green space to grow food), Brenda Santos, Youth Coalition (community garden), Damian Mercado, Youth Coalition (community garden), Catia Tran (Youth Coalition Organization), Pedro Toscano (project labor agreement), Jonathan Duran (project labor agreement), Reverend Greg Runyon (being a good citizen and civility), Jose Arias (project labor agreement), Angela Whitecomb (public restrooms in city parks/self-cleaning restrooms).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided community updates. Landscape professionals are invited to join a City landscape standards discussion on Thursday, April 6, 2023 from 4:00 – 6:00 p.m. at the Oxnard Main Library, Meeting Room B. Landscape professionals are invited to discuss proposed changes to the standards that will address today's changing climate and landscaping materials. An Ormond Beach Town Hall meeting will be held on Monday, April 24, 2023 from 6:00 – 8:00 p.m. at the South Oxnard Center. Learn more about the Ormond Beach Restoration and Public Access Project (OBRAP). Preview the long-term ownership and management recommendation for Ormond Beach. The Public Works Department announced that due to the rainy winter, expect a weed super bloom. There will be a lot of overgrown weeds. Residents are encouraged to utilize the 311 application to report overgrown weeds.

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

Councilmember Teran wished the landscape standards and his sister a happy 35th birthday. He thanked the attendees at the District 2 Town Hall Meeting on March 27. He thanked City Manager Nguyen for his presentation "The Key to Oxnard's Future" and encouraged residents in other districts to attend the upcoming town hall meetings in their districts. He attended the Riverpark Neighborhood Council "Egg Hunt" event for the community on April 1. He also attended the Oxnard Police Department Employee Recognition ceremony for new hires, employment milestones, and years of service. He visited, along with Mayor Zaragoza, the "No Limits for Deaf Children and Families Center in Oxnard. He participated in the mock interviews for Vista Real High School Program for students working towards receiving a high school diploma and preparing for the job search after graduation. He announced that he plans to attend the upcoming South Bank Neighborhood Council and the Sierra Linda Neighborhood Council meetings. He attended the Nyeland Acres Spring Health Fair. He asked that the Oxnard Youth Coalition be invited to present at a future Council meeting agenda.

Councilmember Valenzuela met with City Manager Nguyen for an orientation. He participated in a tour of the Del Sol High School, the new high school located in the East Village neighborhood. He visited the Oxnard Performing Arts Center to view the facilities. He visited the large bulk item drop-off event at College Estates located in District 6. This event will assist in keeping the alley ways clean. He joined the Southwinds Neighborhood located from Pleasant Valley Road south to Hueneme Road and from Saviers Road west to South J Street, for a food distribution event. He also attended the "Easter Egg Hunt" held at the Southwinds Community. He also plans to attend the Cal-Gisler Neighborhood Council and the Southwinds Neighborhood Council meetings.

Mayor Pro Tem MacDonald congratulated Councilmember Arthur Valenzuela for being elected and winning the Oxnard City Council District 6 Special Election and welcomed him to the Council. He attended the National Latino Peace Officers' Association (NLPOA) Ventura County Chapter 2023 Annual Scholarship Banquet. \$21,000 in scholarships was awarded to senior high school students preparing to graduate and attend college.

Councilmember Perello thanked the many volunteers who have worked very hard throughout the city to help improve their community. He thanked Reverend Greg Runyon for his comments. He thanked the staff at the Spencer Eye Center in Oxnard who provided him with great care. He is grateful to Dr. Gregory Spencer, MD and his professional staff which treated him well. He also attended the Oxnard Police Department Employee Recognition ceremony.

Councilmember Madrigal attended the Cesar Chavez Day event in honor of Cesar Chavez and the Farm Workers Movement at Oxnard College. He also volunteered at the Oxnard Food Bank for Farmworkers to assist the farm working communities with the nutrition they and their children need.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K.4 were discussed among the Council and staff. Councilmember Valenzuela asked that consent agenda items K.3 and K.4 be voted on separately.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (No comments received.)

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 24, 2023 special meeting as presented.

2. Public Works Department

SUBJECT: Sixth Amendment to Agreement 8231-18-PW to m6 Consulting Inc. for On-Call Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the execution of a Sixth Amendment to Agreement 8231-18-PW with m6 Consulting Inc. in the amount of \$250,000 for a new not to exceed contract amount of \$900,000 for On-Call Professional Engineering Services.

3. Public Works Department

SUBJECT: Trade Service Agreement 32300293 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations.

RECOMMENDATION: That the City Council approve and authorize the:

1. Mayor to execute an Agreement with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount of \$700,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and

2. Purchasing Agent to execute amendments to extend the term of this Agreement up to a total maximum term of three (3) years.

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

4. Police Department

SUBJECT: Police Department Military Equipment Acquisitions.

RECOMMENDATION: That the City Council approve the Police Department's purchase and use of the below-listed equipment defined by California Government Code 7070(c)(5) through 7070(c)(10) as "military equipment":

- DUI enforcement command trailer
- Traffic collision investigation response van
- Unmanned aerial vehicle response van
- Three (3) Patrol Sergeant command vehicles
- Three (3) precision rifles
- Chemical agents

Consent Items K.1 and K.2

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

Consent Item K.3

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

Consent Item K.4

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

L. REPORTS

1. Housing Department

SUBJECT: Commitment to the 2016 Downtown Vision Plan and 2019 Downtown Code.

RECOMMENDATION: That the City Council review and reaffirm their Commitment to 2016 Downtown Vision Plan and 2019 Downtown Code.

(This item did not originate in Committee.)

Emilio Ramirez, Housing Director presented and answered questions. Public comments were received from Pam Hogarth and Pat Brown, Abel Magana, Steve Huber, and Aurelio Ocampo. Written comments were received. Discussion ensued among the Council and staff.

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

2. Public Works Department

SUBJECT: Water Rates Update Report.

RECOMMENDATION: That the City Council receive and file the Water Rates Update Report.

(This item is scheduled for the Public Works and Transportation Committee (PWTC) on March 28, 2023. Since this item is a receive and file item at the PWTC and the City Council, the Committee outcome is not impactful to the drafting of this City Council staff report.)

Joseph Marcinko, Assistant Public Works Director presented and answered questions. Public comments were received from Pat Brown. Written comments were received. Discussion ensued among the Council and staff.

The report was received and filed. No formal action was required.

3. City Manager Department

SUBJECT: Consideration of Residents' Proposal to Rename Oxnard Beach Park to the Chumash Name **'olol'koy beach park**.

RECOMMENDATION: That the City Council approves the Community Services, Public Safety, Housing & Economic Development Committee's recommendation to rename Oxnard Beach Park to the **'olol'koy beach park**.

City Manager Nguyen presented and answered questions. Public comments were received from Brenda Guzman, KC Rodriguez, Manuel Herrera, Marianne Parra, Alikoi Parra, Robyne Redwater, and Angela Whitecomb. Discussion ensued among the Council and staff.

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

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem MacDonald

adjourned the meeting at 9:55 p.m.

ROSE CHAPARRO

City Clerk

BRYAN A. MACDONALD

Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 13, 2023

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

At 5:03 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, (concurrently with the Oxnard Housing Authority), 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 Gabriela Basua, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Valenzuela arrived at 5:10 p.m. Councilmember Basua joined the meeting at 6:28 p.m.

Councilmember Oscar Madrigal was absent. Housing Authority Commissioners Jose Andrade and Francisco Vega were absent.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Chelsey Ballot, Deputy City Attorney; John Colamarino, Assistant Fire Chief; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Emilio Ramirez, Housing Director; Brenda Lopez, Housing Programs Manager; Denise Olson, Interim Chief Financial Officer; Beth Vo, Assistant Chief Financial Officer; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Alex Belenson, Manager of Real Estate and New Business Development at Foster Interstate Media, Inc. and Eden Casareno, Partner In-Charge of Attest Services, Auditor with Eadie+Payne, also participated via videoconference.

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

B. **APPOINTMENT ITEMS**

1. SUBJECT: Water Supply Update by Calleguas Municipal Water District.

Dan Drugan Manager of Resources at Calleguas Municipal Water District provided a presentation to Council to provide a water supply update and planning for both predicted and unforeseen changes in the District's water supply. Mr. Drugan and his team are in the process of developing an imported water outage protocol to manage water access for purveyors during outage events.

2. SUBJECT: Transit Integration and Efficiency Study (TIES).

Martin R. Erickson, Executive Director for the Ventura County Transportation Commission (VCTC) provided an overview of the public transit services provided to the County of Ventura and the effects of the pandemic. Mr. Erickson also presented on the organization's Transit Integration and Efficiency Study (TIES). He also announced the Youth Ride Free program which was launched in Ventura County. Youths can now ride any public transit bus in Ventura County for free as part of a new pilot program.

C. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

D. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of April 2023 as "Fair Housing Month".

Mayor Zaragoza presented the proclamation to Juliet and Rob Lilywood representatives from the Ventura County District Attorney's Real Estate Fraud Unit which investigates and prosecutes crimes involving recorded real estate documents. Criminal real estate fraud may involve home equity fraud, securities fraud tied to real estate, and loan fraud.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Pedro Toscano, Southwest Mountain Carpenters Representative (Tax Fraud Campaign), Jeff A. Manson, Southwest Mountain Carpenters Representative (Tax Fraud Campaign), Lang Martinez (homeless), and Anthony Ventura, Southwest Mountain Carpenters Representative (Tax Fraud Campaign).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided community updates. Community Action of Ventura County will continue its Water Utility Bill Assistance Program and will hold application assistance workshops on April 17 and April 24, 2023 from 8:30 a.m. – 12:00 p.m. For information call 805-436-4000. An Ormond Beach Town Hall meeting will be held to learn more about the Ormond Beach Restoration and Public Access Project (OBRAP) on Monday, April 24, 2023 from 6:00 – 8:00 p.m. Due to the rainy winter, expect a weed super bloom. There will be a lot of overgrown landscapes throughout the city. Residents are encouraged to utilize the 311 application to report weed bloom issues. City staff will do their best to chase the weed bloom.

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

Councilmember Valenzuela attended the Cal-Gisler Neighborhood Council and the Southwinds Neighborhood Council meetings. He also attended the 2023 Diversity Gala Awards which honor and recognize community members and organizations that have done exceptional work in Ventura County over the last year within the LGBTQ community and around HIV and AIDS. Councilmember Teran was honored as a community ally of the LGBTQ community.

Councilmember Perello asked the City Attorney that update on the tax fraud issue be provided to Council at a future meeting. He announced an upcoming project review meeting being held by the County of Ventura Planning Division to hear public comment and review the Ormond Beach project modification. For additional information contact the Ventura County Planning Division, John Oquendo, Senior Planner, at 805-654-2509.

Councilmember Teran plans to attend the Riverpark Neighborhood Council monthly meeting on April 19th. He thanked the neighborhood council for hosting a series of workshops to provide information about the Facilities District to the community. On April 20th, he will also attend the Sierra Linda Neighborhood Council meeting. He announced a program by Tony Thurman, California Superintendent of Public Instruction, the Golden State Teacher Grant Program. The California Student Aid Commission (CSAC) is awarding up to \$20,000 for students to pursue a career as a teacher, school social worker, school counselor, school psychologists, school child welfare and attendance official. For more information on requirements, forms, and more, visit the website at www.csac.ca.gov/gstg. He also asked that staff consider inviting the Community Action of Ventura County to a future Council meeting to present and provide information about their services countywide and the Water Utility Bill Assistance Program.

Mayor Zaragoza participated in the Annual Cesar Chavez Memorial March and joined the resistance with field workers, families, and other community leaders at Cesar Chavez Elementary School in Oxnard.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 through J.5 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Alicia Percell (J.2 & J.3).

J. INFORMATION/CONSENT AGENDA

1. Community Development Department

SUBJECT: Second Amendment to Agreement No. 9062-20-CD with Rincon Consultants, Inc., Second Amendment to Agreement No. 9077-20-CD with Environmental Science Associates, and First Amendment to Agreement No. 9078-20-CD with Dudek.

RECOMMENDATION: That the City Council approve and authorize the execution of the Second Amendment to Agreement No. 9062-20-CD with Rincon Consultants, Inc., Second Amendment to Agreement No. 9077-20-CD with Environmental Science Associates, and First Amendment to Agreement No. 9078-20-CD with Dudek, increasing the total Agreement amounts to \$750,000 and Agreement end dates by an additional two years.

2. Community Development Department

SUBJECT: Project Name: Ventura Road Electronic Billboard Project; Located on an approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard. APN:

N/A and along the Ventura Freeway (Highway 101) in The RiverPark Specific Plan area.

RECOMMENDATION: That the City Council:

1. Adopt **Ordinance No. 3026** approving Planning and Zoning Permit No. 20-630-02 (Specific Plan Amendment No. 8 to the RiverPark Specific Plan) for text amendments to the RiverPark Specific Plan, subject to certain findings; and
2. Adopt **Ordinance No. 3027** approving Planning and Zoning Permit No. 20-670-05 (Development Agreement No. A-8516), subject to certain findings.

3. Community Development Department

SUBJECT: Project Name: RiverPark Boulevard Electronic Billboard Project; Located on an approximately 0.25-acre undeveloped site located between the U.S. 101 and RiverPark Boulevard approximately 850 feet north of Vineyard Avenue in the northern portion of the City of Oxnard (APN: 132-0-311-075) and along the Ventura Freeway (Highway 101) in the RiverPark Specific Plan area.

RECOMMENDATION: That the City Council:

1. Adopt **Ordinance No. 3024** approving Planning and Zoning Permit No. 20-630-02 (Specific Plan Amendment No. 8 to the RiverPark Specific Plan) for text amendments to the RiverPark Specific Plan, subject to certain findings; and
2. Adopt **Ordinance No. 3025** approving Planning and Zoning Permit No. 20-670-06 (Development Agreement No. A-8515), subject to certain findings.

4. Community Development Department

SUBJECT: Project Name: Freeway Adjacent Digital Display Billboards Ordinance: The project location is the U.S. Highway 101 adjacent property within the City of Oxnard City limit.

RECOMMENDATION: That the City Council Adopt **Ordinance No. 3023** approving Planning and Zoning Permit No. 20-580-06 (Zoning Text Amendment) allowing for Freeway Adjacent Digital Display Billboards within the City of Oxnard by amending specific provisions of Article IX of Chapter 16 of the Oxnard City Code, subject to certain findings.

5. Housing Department

SUBJECT: Accessibility Remodel Project at Althea Site.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the execution of the firm-fixed price contract in the amount of \$583,001.87 with MDJ Management, LLC (Agreement number A-8522) using funds previously appropriated from the 2022 Capital Fund grant for Section 504 compliance with the Americans with Disabilities Act for property located at 1357 Althea Drive.

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

Consent Item J.1

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

Consent Items J.2 and J.3

These consent items were pulled from the agenda. Council made a motion that items J.2 and J.3 be amended as per the recommended changes by Chief Assistant Attorney Rozell and these two items will be brought back for Council consideration at the next Council meeting. Public comments were received from Alicia Percell. Written comments were received for these items.

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

Consent Item J.4

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

Housing Authority Consent Item J.5

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, Valenzuela and Zaragoza voted in favor; motion passed 6-0. Councilmember Oscar Madrigal was absent. Housing Authority Commissioners Jose Andrade and Francisco Vega were absent.

K. PUBLIC HEARINGS**1. Community Development Department**

SUBJECT: Project Name: 2420 Oxnard Boulevard U-Haul Project;. Located at 2420 N. Oxnard Boulevard; APNs: 142-0-010-345 and 142-0-021-010. (45 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing and take the actions identified under one of the two following options:

Option 1 – Planning Commission Recommendation – Applicant Original Request (with staff recommended phasing condition):

- a. Adopt Resolution No. 2023-XX adopting a Mitigated Negative Declaration (MND) 22-04 and Mitigation Monitoring Reporting Program (MMRP); and
- b. Adopt a resolution approving Planning and Zoning Permit No. 17-500-11 (Special Use Permit), based on the findings presented and attached conditions of approval.

Option 2 – Staff’s Recommendation - Deny the Application and direct staff to return at a future public hearing with revised documents incorporating the direction provided by City

Council.

This item was pulled from the agenda.

L. REPORTS

1. Finance Department

SUBJECT: Presentation of Single Audit Report. (20 Minutes)

RECOMMENDATION: That the City Council receive and file the 2022 Single Audit Report from the audit firm Eadie + Payne.

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

Eden Casareno, Partner In-Charge of Attest Services, Auditor with Eadie+Payne presented and answered questions. Public comments were received from Aaron Starr. Discussion ensued among the Council and staff. The report was received and filed, no formal action was required.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:15 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: May 16, 2023

TO: City Council

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

SUBJECT: Construction Agreement 32300311 with Pacific Builders & Roofing, Inc. dba WSP Roofing for Wilson Senior Center Roof Replacement Project, Specification No. PW 23-33.

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$711,750.78 in Project funds for the Wilson Senior Center Roof Replacement Project (Project No. C2042/MO5516):

1. Execute an Agreement with Pacific Builders & Roofing, Inc. dba WSP Roofing in the amount of \$547,500.60 for the Project;
2. A Project contingency amount of \$109,500.12 (20%) with Pacific Builders & Roofing, Inc. dba WSP Roofing for a total not to exceed value of \$657,000.72 for the Project;
3. A Project allocation amount of \$54,750.06 for engineering, inspection, survey and project management for the Project; and
4. A project budget appropriation transfer in the amount of \$342,000 in the General Fund Capital Outlay Fund (301) from the Roof Replacement-Various Facilities Project (Project No. C2306/235702) to the Wilson Senior Center Roof Replacement Project (Project No. C2042/MO5516).

(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.)

BACKGROUND

The Project consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete roof replacement and repairs at the Wilson Senior Center located at 350 North C Street.

The oldest of the buildings opened in 1928 as a middle school, the other two buildings were constructed in 1982 and 1994 with roofs constructed of three-ply built up roofing material. The last time any of the roofs were replaced was 1994. A typical roof, constructed of three-ply built up roofing, has a useful life expectancy of 20-30 years if installed correctly and maintained. These roofs are at least 29 years old.

All three flat roof buildings at the site require replacement. The flat roofs have many leaks that impact the inside walls and finishes. These leaks also impact the facility staff and residents who regularly frequent the facility. There are areas with drywall deterioration from the roof leaks, which will be handled separately, and are not included in the scope of this project. With new roofs, we can prevent further interior deterioration, programming impacts, and other problems. Additionally there are windows located at roof sections on the main senior center building that require replacement

Capital Improvement Program (CIP) Reference:

The specific work for this Project includes demolition of all existing roof areas down to the deck, remove approximately 160 square feet of asbestos containing materials, replace any damaged roof decking, install new PVC single ply roofing system, replace all coping, two roof ladders, rework roof drains and scupper drains, cleanup exposed power and data lines and enclose in conduit, and all other appurtenant and associated work in accordance with the Contract Documents.

The work is tentatively scheduled to begin in Summer 2023 and continue into Fall 2023 (sixty working days), unless delayed by unforeseen site conditions, weather impacts, or supply chain delays. Staff will work closely with the building occupants, patrons, area businesses, and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on December 29, 2022, and all bids were due and opened on February 21, 2023. The City received two (2) bids for the project. Below are the responsive bids received:

Pacific Builders & Roofing, Inc. dba WSP Roofing:	\$547,500.60
Ardalan Construction Company, Inc.:	\$821,389.00

The lowest bid received is from Pacific Builders & Roofing, Inc. dba WSP Roofing for \$547,500.60 and the bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Pacific Builders & Roofing, Inc. dba WSP Roofing and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Pacific Builders & Roofing, Inc. dba WSP Roofing.

Since the original estimate in 2020, the cost of building materials and the general inflation on all consumer items and labor has increased. Other roofing projects recently bid by the City have also seen increases in costs compared to their original engineer's estimate. Due to these outside influences, minor changes in the scope of work, and the need to address newer building codes, the Wilson Senior Center roofing project does not have sufficient funds to be completed. As such, staff is recommending the use of Capital Outlay Funds from the Roof Replacement-Various Facilities Project (Project No. C2306/235702) to make up the difference of \$342,000.

Based upon the discussion with the City Council at the February 7, 2023 City Council meeting, the Roof Replacement-Various Facilities Project (Project No. C2306/235702) is not a project that staff is actively working on due to the amount of active projects with higher prioritization and the difficulties in filling staff positions and/or obtaining consultant services. The Roof Replacement-Various Facilities Project has sufficient funds (\$1 M) this FY to cover the proposed transfer. Since the Wilson Senior Center Roof Replacement Project has a completed design and an active bid, staff recommends transferring the funds to enable the Wilson project to move forward.

In addition to the project award amount of \$547,500.60, Staff recommends authorizing \$164,250.18 for the project, which includes \$109,500.12 for project contingency (20% of the contract costs) and \$54,750.06 for the cost for engineering services and City staff (10% of the contract cost). A 20% contingency instead of the traditional 10% is recommended for this project due to the high potential for unforeseen issues with the roof and structural components, along with any hidden problems such as more hazardous material that may be discovered once the existing roof is removed. Having the flexibility to address these potential issues expeditiously, in lieu of waiting for additional funding approvals, will mitigate any delay costs during construction. Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$711,750.78.

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 total cost for this Project shall not exceed \$711,750.78 which includes the construction agreement, contingency and project allocation. The Wilson Senior Center Roof Replacement Project, (Project No. C2042/MO5516) has a total available project budget balance of approximately \$370,000 from the Measure O Sales Tax Fund (104). A project budget appropriation transfer of \$342,000 from the General Fund Capital Outlay Fund (301) within the Roof Replacement-Various Facilities Project (Project No. C2306/235702) is recommended to provide sufficient funds to award the contract to the Wilson Senior Center Roof Replacement Project (Project No. C2042/MO5516). The Roof Replacement-Various Facilities Project has sufficient funds for this transfer.

Project	Fund	Project Budget Balance	Project Budget Appropriation Transfer	New Total Available Project Appropriations
Wilson Senior Center Roof Replacement C2042/(MO5516)	Measure O (104)	\$370,000	\$0	\$712,000
	General Fund Capital Outlay Fund (301)	\$0	+\$342,000	
Roof Replacement-Various Facilities C2306/235702	General Fund Capital Outlay Fund (301)	\$1,000,000	-\$342,000	\$658,000

COMMITTEE OUTCOME

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 City Council.

Prepared by: Nikolas Boas, Supervising Civil Engineer

ATTACHMENTS

1. Agreement 32300311

CONTRACT

CITY OF OXNARD CONTRACT FOR WILSON SENIOR CENTER ROOF REPLACEMENT PROJECT SPECIFICATION NO. PW 23-33

THIS CONTRACT ("Contract") is made and entered this 16th day of May, 2023 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and PACIFIC BUILDERS & ROOFING, INC. dba WSP ROOFING ("Contractor"). Contractor's license number is 832752.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Wilson Senior Center Roof Replacement Project, Specification No. PW 23-33 (the "Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of five hundred forty-seven thousand, five hundred dollars and sixty cents (\$547,500.60) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties’ duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

**PACIFIC BUILDERS & ROOFING, INC. dba
WSP ROOFING**

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Purchasing Manager

John Tanner, C.E.O.² _____ Date _____

Scott E. Tanner, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any formally bid public project agreement over \$200,000. The Mayor may authorize and sign any informally bid public project agreement over \$100,000 but up to \$200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to \$100,000.

² The City requires the following for any contract:

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

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

Exhibit INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT & POLLUTION/ASBESTOS)

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. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and or Asbestos Pollution Liability, Coverage should be maintained for a minimum for five (5) years after contract completion.

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. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

e. 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.

f. 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 will be requested via email. If you have not received your request or are having difficulty with the electronic upload, contact insurance@oxnard.org.

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-E.doc

ACORD CERTIFICATE OF INSURANCE**PRODUCER**

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$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 [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; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance Contractors Pollution Liability and/or Asbestos Pollution Liability				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project Minimum coverage \$1,000,000 Per claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

City of Oxnard % Evident ID, Inc.
8520 Allison Pointe Blvd Ste 223
PMB 52150
Indianapolis, Indiana 46250-4299 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

☐ 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 _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT
NO.

ISSUE DATE
(MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits

☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

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

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

LIABILITY LIMITS IN THOUSANDS \$

EACH
OCCURRENCE

AGGREGATE

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 52150
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			
PRODUCER Telephone: _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">ENDORSEMENT NO.</td> <td style="width: 50%; padding: 2px;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
NAMED INSURED		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: _____ CITY AGREEMENTS/PERMITS _____			
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____			
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.					
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 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 52150 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 _____			

INS-E.doc

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to

PACIFIC BUILDERS & ROOFING, INC. dba WSP ROOFING
8150 Sierra College Blvd, Ste #130, Roseville, CA 95661 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Wilson Senior Center Roof Replacement Project, Specification No. PW 23-33.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of five hundred forty-seven thousand, five hundred dollars and sixty cents (\$547,500.60), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

PACIFIC BUILDERS & ROOFING, INC. dba
WSP ROOFING

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: **This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to

PACIFIC BUILDERS & ROOFING, INC. dba WSP ROOFING
8150 Sierra College Blvd, Ste #130, Roseville, CA 95661 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Wilson Senior Center Roof Replacement Project, Specification No. PW 23-33.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of five hundred forty-seven thousand, five hundred dollars and sixty cents (\$547,500.60), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

PACIFIC BUILDERS & ROOFING, INC. dba
WSP ROOFING

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

**CITY OF OXNARD
 BID SHEETS FOR WILSON SENIOR CENTER ROOF REPAIRS
 SPECIFICATION NO. PW 23-33**

Bidder's Name: Pacific Builders & Roofing Inc., dba: WSP Roofing

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-)	BID AMOUNT
1	Mobilization and Demobilization (maximum 5% of Total Bid Price)	001000-2.1	LS			\$ 10,000.00
2	Selective Demolition	001002-2.1	LS			\$ 80,000.00
3	Cutting and Patching	017329-4.1	LS			\$ 1,000.00
4	Asbestos Roofing Abatement	026200-4.1	SF	160	\$ 12.50	\$ 2,000.00
5	Metal Fabrications	065000-4.1	LS			\$ 950.00
6	Roof Ladder	055100-4.1	LS			\$ 3,500.00
7	Rough Carpentry	061000-4.1	SF	3,350	\$ 10.00	\$ 33,500.00
8	PVC Membrane Roofing System	075400-4.1	SF	11,157	\$ 25.80	\$ 287,850.00
9	Sheet Metal Flashing and Trim	076200-4.1	LF	1,155	\$ 20.00	\$ 23,100.00
10	Joint Sealant	079200-4.1	LS			\$ 500.00

\$287,850.60

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	BID AMOUNT
11	Cement Plaster	092400-4.1	LS			\$ 7,000. ⁰⁰
12	Paint	099113-4.1	LS			\$ 3,000. ⁰⁰
13	Conduits	16111-4.1	LF	300	\$ 50. ⁰⁰	\$ 15,000. ⁰⁰
14	Openings	085123-4.1 088000-4.1	LS			\$ 80,100. ⁰⁰
TOTAL BID PRICE: \$						536,500. ⁰⁰

\$547,500.60

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ ~~536,500. ⁰⁰~~ **\$547,500.60**

TOTAL BID PRICE IN WORDS: ~~Five hundred and thirtysix thousand five hundred & 60/100 dollars~~ **Five hundred forty-seven thousand five hundred & 60/100 dollars**

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	1/11/2023	#05	
#02	1/19/2023	#06	
#03	1/27/2023	#07	
#04	2/7/2023	#08	

Bidder's Name (Company): Pacific Builders & Roofing Inc., dba: WSP Roofing

Signature: Kelly Beind
Print: Kelly Beind

Title: President
Date: 2/15/23

Signature: Dani Tronborg
Print: Dani Tronborg

Title: Assistant Secretary
Date: 2/15/23



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.3

DATE: May 16, 2023

TO: Housing Authority

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

SUBJECT: Investment Policy and Portfolio Guidelines for the Housing Authority of the City of Oxnard.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution adopting an investment policy and portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2023-2024.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023 to approve the staff recommendation and to forward the item for Council approval.)

BACKGROUND

On June 21, 2022, the Housing Authority adopted an Investment Policy and Portfolio Guidelines. The Housing Authority of the City of Oxnard is required to adopt an investment policy each year. The Housing Authority of the City of Oxnard is bound by State law and has further constraints imposed by the federal government involving the investment of funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development has defined "funds on deposit" as comprising:

1. Funds for current transactions
2. Capital or development funds
3. Funds exceeding daily requirements
4. Operation reserve funds

In recent history, the Housing Authority of the City of Oxnard has invested excess cash utilizing a combination of in-house efforts and the State of California Local Agency Investment Fund, which is permitted by the Department of Housing and Urban Development. Staff is recommending this practice be continued through FY 2023-2024 because it is a safe, cost-effective and successful program. Should any further eligible investment opportunities arise, staff will investigate and pursue as appropriate.

The investment policy and portfolio guidelines ensure prudent investing and adequate reporting of investment results. It also provides for periodic reporting and annual approval.

Safety is assured by adherence to the Department of Housing and Urban Development's approved investments. The restriction placed on allowable investment provides a degree of diversification to assure that potential loss on individual investments does not compromise the remainder of the portfolio. The Housing Authority of the City of Oxnard is not permitted to invest in instruments, except those authorized by the Department of Housing and Urban Development.

Liquidity is addressed by the Department of Housing and Urban Development to assure the Housing Authority of the City of Oxnard is able to meet its operating requirements on a daily basis.

The final objective is earnings. The portfolio shall be designed to provide a reasonable rate of return throughout

budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio.

The investment policy and portfolio guidelines include a delegation of authority from the Housing Authority of the City of Oxnard to an Investment Committee consisting of the Housing Director, Housing Finance Officer and Housing Accountant. This action continues to formalize procedures, which have been in place for a number of years.

The adoption of this investment policy and portfolio guidelines will not affect the operations of the Housing Authority of the City of Oxnard to any material extent. The investment policy does not contain any material alterations in policy or procedures of the Housing Authority of the City of Oxnard.

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 to the General Fund. There is also no impact to the Housing Authority budget.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Resolution and Investment Policy
2. Investment Portfolio Guidelines FY 23-24

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING
ADOPTION OF AN INVESTMENT POLICY AND INVESTMENT PORTFOLIO GUIDELINES FOR
THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR FISCAL YEAR 2023-2024

WHEREAS, the U. S. Department of Housing & Urban Development has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing authorities (HUD Notice PIH 2002-13); and

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Section 53600.6); and

WHEREAS, the legislative body of the Housing Authority may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 2002-13 and California Government Code sections 5922 and 53600 et seq.; and

WHEREAS, the Housing Finance Officer of the Housing Authority of the City of Oxnard (Authority) is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Authority at a public meeting [California Government Code Section 53646(a)(b)]; and

WHEREAS, the Board of Commissioners of the Authority ("Board") determines that the policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

NOW THEREFORE, the Board hereby adopts the Investment Policy of the Housing Authority of the City of Oxnard, which is attached hereto as Attachment A and incorporated herein by this reference. The Board also adopts the Investment Portfolio Guidelines dated July 1, 2023, which are attached hereto as Attachment B and incorporated herein by this reference.

PASSED AND ADOPTED on this 16th day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Housing Authority

Resolution No.

Page 2

ATTEST:

Rose Chaparro, Secretary-Designate

John C. Zaragoza, Chairperson

APPROVED AS TO FORM:

Stephen Fischer, General Counsel

Attachment A

Investment Policy of the Housing Authority of the City of Oxnard

INVESTMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD

1.0 INTRODUCTION

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities. The Legislature of the State of California (CGC 53600.6) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority (Board) may invest surplus moneys not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code Sections 5922 and 53600 et seq. The authority of the Board to invest or to reinvest funds, or to sell or exchange securities so purchased, may be delegated for a one-year period by the Board to the Housing Finance Officer of the Authority, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the Board. Subject to review, the Board may renew the delegation of authority pursuant to this section each year. The Housing Finance Officer of the Authority shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto shall be considered by the Board at a public meeting. The policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

2.0 SCOPE

This investment policy applies to the Authority's pooled investment fund, which encompasses all money under the direct oversight of the Housing Finance Officer. These include the Public Housing Funds, Section 8 Voucher Funds, Grant Funds and the Central Fund. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued periodically by the Trustee and are not included in the Housing Finance Officer's quarterly report of the pooled investment fund. The employee's retirement and deferred compensation funds are also not included.

3.0 PRUDENCE

Investments shall be made with foresight and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligences shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast

revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. The Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: According to HUD Notice PIH 2002-13, safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U. S. Government, a Government agency or issued by a Government sponsored agency, coupled with an appropriate maturity date.

4.2 Liquidity: All investments must be capable of being liquidated on one day's notice.

4.3 Yield: The Authority should strive to achieve the highest yield consistent with the objectives of the Investment Policy.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from Section 401 (E) of the HUD/PHA Annual Contributions Contract and California Government Code Sections 53607. Management responsibility for the investment program is hereby delegated to the Housing Finance Officer, who shall establish written procedures for the operation of the investment program consistent with Section 12.2 of this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Housing Finance Officer. The Housing Finance Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the investment committee. The Housing Finance Officer is a trustee and a fiduciary subject to the prudent investor standard. The other housing staff with signatory authority on Authority checking and other accounts is the Housing Director.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Housing Finance Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Housing Finance Officer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Housing Finance Officer shall transact business only with banks, savings and loans, securities dealers and approved State and county investment pools.

7.1 Authorization: The Authority may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) locate markets for securities appropriate to the Authority needs, and 4) agree to abide by the conditions set forth in the Authority's Investment Policy and be among the authorized institutions approved by the City Treasurer.

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

HUD Notice PIH 2002-13 states an Authority should compare the return of an 'in house' cash management program with a program managed by an agent. It also states the Authority may contract with an approved governmental unit such as a State agency established for this purpose, such as a Local Agency Investment Fund (LAIF). The Notice also sets forth the following HUD-approved investments. The types of HUD-approved investments may change from time to time. It is the responsibility of the Housing Finance Officer to stay informed of the latest California Government Code and HUD-approved investments. HUD approved investments may be further limited by California Government Code Section 53607.

8.1 U.S. Treasury Bills, Notes and Bonds

8.2 Obligations issued by Agency or Instrumentality of the U.S. Government.

8.3 State or Municipal Depository Funds, such as LAIF, or pooled cash investment funds managed by County Treasurers.

8.4 Insured Demand and Savings Deposits, provided that deposits in excess of the insured amounts must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.5 Insured Money Market Deposit Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.6 Insured Super NOW Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by Securities listed in 8.1 or 8.2 above.

8.7 Negotiable Certificates of Deposit issued by Federally or state-chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section (See special limits and qualifications in HUD Notice PIH 1999-48, and CGC53607).

8.9 Sweep Accounts that are 100% collateralized by securities listed in 8.1 or 8.2 above.

8.10 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this section. Such Funds must carry the highest rating of at least two national rating agencies. Not more than 20% of surplus funds can be invested in money market mutual funds.

8.11 Funds held under the terms of a Trust Indenture or other contract or agreement, including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts.

8.12 Principal only STRIPS.

8.13 Any other investment security authorized under the provisions of HUD Notice PIH 2002-13.

8.14 Prohibit securities that take the form of inverse floaters, range notes, mortgage-backed interest-only strips and floating-rate investments without a floor.

9.0 COLLATERAL

Collateral requirements are addressed in HUD Notice PIH 2002-13 as well as California Government Code Section 53652. All Certificates of Deposits must be collateralized by US Treasury Obligations. Collateral must be held by a third party, and valued on a monthly basis.

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the Authority shall be conducted on a delivery-versus-

payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third-party custodian designated by the Housing Finance Officer. Evidence of account for each time deposit will be held in the Housing Authority safe.

11.0 DIVERSIFICATION

In an effort to reduce portfolio risk while attaining market average rates, the Authority's portfolio will be suitably diversified by type and institution.

11.1 With the exception of U. S. Treasury securities and authorized pools, no more than 50 percent of the total portfolio will be invested in a single security type. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 To the extent possible, the Housing Finance Officer will attempt to match investments with anticipated cash flow requirements. Operating reserve funds may not be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, Board direction, and prudent cash management procedures.

12.1 Investment Review Committee: The Housing Director, Housing Finance Officer, and Housing Accountant are the members of the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

12.2 Investment Portfolio Guidelines: Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment B)

12.3 Annual Audit: The Authority portfolio is included in the Independent Auditors' scope of examination during testing of the Authority's financial management at the annual audit.

13.0 REPORTING

The Housing Finance Officer shall provide investment information to the Board.

13.1 Periodic Reports: The Housing Finance Officer will provide detailed reports of the investments in the pooled investment fund portfolio on a quarterly basis to the Housing Commission. Within thirty days of the end of each quarter, these reports will be provided with such additional information as market pricing. Summarized reports from Trustees regarding investments of bond proceeds will be provided as they become available.

13.2 Annual Report: This Investment Policy will be presented annually, following the close of the fiscal year, to the Board for approval. Each of the four quarterly reports, which are submitted to the commission as briefing reports, will provide a detailed report of the current status of the portfolio.

Attachment B

Investment Portfolio Guidelines

HOUSING AUTHORITY OF THE CITY OF OXNARD

INVESTMENT PORTFOLIO GUIDELINES

July 1, 2023

- 1) INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.
- 2) GENERAL FACTORS. Several factors must be considered in preparation for effective portfolio management.
 - a) Cash Forecast. The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.
 - b) Pooled Cash. Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.
 - c) Authorized Institution. A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.
- 3) INVESTMENT PROCEDURES. The Housing Finance Officer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.
 - a) Investment Transactions. The Housing Finance Officer will authorize investment transactions. In his/her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to the absence.
 - b) Wire Transfers. The Authority will use pre-formatted wire transfers to restrict the transfer of funds to pre-authorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee.
 - c) Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.
- 4) INVESTMENT CRITERIA. All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with the Authority's Investment Policy.
 - a) Maturity of Investment. Investments longer than one year may be made if consistent with the Authority cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of Authority funds, the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. The

Housing Finance Officer will determine such sales.

- b) Certificate of Deposit Evaluation. Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required at the percentage above market value as specified by HUD Notice PIH 2002-13 and CGC Section 53651 and 53652.
- 5) INTERNAL CONTROL OF INVESTMENTS. Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:
- a) The Housing Finance Officer initiates each investment transaction.
 - b) A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer.
 - c) The journal entry entered on a cash balance spread sheet by the Housing Accountant.
 - d) At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance maintained independently by the Housing Accountant.

HOUSING AUTHORITY OF THE CITY OF OXNARD
INVESTMENT PORTFOLIO GUIDELINES

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.4

DATE: May 16, 2023

TO: City Council

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

SUBJECT: Trade Services Agreement 32400001 with Quinn Company, for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment. Specification No. PW 23-66.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Quinn Company for an amount not to exceed \$840,000 for a three-year term for the maintenance of portable generators and heavy equipment.

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

BACKGROUND

As part of normal operations, the Water, Wastewater, Stormwater, and Environmental Resources Divisions own and operate a multitude of heavy machinery and equipment. This equipment includes, but is not limited to skid-steers, skip loaders, excavators, backhoes, and backup generators. This equipment has commonly been used to move earth and sand, uncover underground utilities, and provide reliable power during power outages.

In an effort to keep these crucial pieces of equipment at an optimal operational capacity, the Public Works Department has set up an on-call agreement for regular and as-needed maintenance. The Public Works Department has been using this type of service for various divisions for the past nine years under a purchase order.

DISCUSSION

The Purchasing Department released a Request for Bid (RFB) PW23-66 for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment on December 29, 2022, with a bid due date of February 22, 2023. RFB PW23-66 received one bid from Quinn Company (Quinn).

The bid was reviewed by the Purchasing Division, AWPF, Wastewater, and Environmental Resources Divisions. Staff has determined Quinn to be a responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. The RFB includes site-specific service requirements to ensure each individual location has the required level of service. Additionally, through this agreement, the City will be allowed to rent out heavy machinery from Quinn on an as-needed basis for emergencies and day to day operations.

Staff has confirmed that Quinn meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services. Despite receiving only one bid, staff has determined that the amount is reasonable based upon current and past service with Quinn. Quinn is local to the Oxnard area and has previously provided good service.

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 this Agreement 32400001 shall not exceed \$840,000 over the term of three years. The estimated annual spending plan is \$280,000 commencing July 1, 2023. Funding for subsequent fiscal years will be requested during the annual budget process for the City Council's consideration.

ESTIMATED SPENDING PLAN					
Division	Account	FY 23-24	FY 24-25	FY 25-26	Total
Wastewater	6113615-53200	\$35,000	\$35,000	\$35,000	\$105,000
Stormwater	1143502-57000	\$45,000	\$45,000	\$45,000	\$135,000
Environmental Resources	6313636-52110	\$40,000	\$40,000	\$40,000	\$120,000
Environmental Resources	6313630-53200	\$45,000	\$45,000	\$45,000	\$135,000
Environmental Resources	6313636-57000	\$25,000	\$25,000	\$25,000	\$75,000
Water	6013600-53200	\$20,000	\$20,000	\$20,000	\$60,000
Fleet	7413750-55030	\$50,000	\$50,000	\$50,000	\$150,000
Facilities	7353740-57000	\$20,000	\$20,000	\$20,000	\$60,000
Total		\$280,000	\$280,000	\$280,000	\$840,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on April 25, 2023 to approve the staff recommendation and to forward the item for Council approval. Please note the Agreement Number was updated from **32300349** to **32400001** due to it being effective in the new fiscal year.

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32400001

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND QUINN COMPANY**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of QUINN COMPANY ("SERVICE PROVIDER"), and SERVICE PROVIDER 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 SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. On-Call Preventative Maintenance and Repairs for Portable Generator and Heavy Equipment Services

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

Quinn Company ("SERVICE PROVIDER"), a corporation of the State of California, located at 801 Del Norte Blvd. Oxnard, California 93030

3. TERM OF AGREEMENT: From : July 1, 2023 To : June 30, 2024

3.1 Time is of the essence in this Agreement.

3.2 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 20 of this Agreement.

3.3 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT: \$840,000

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: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Schedule of Services
Exhibit D: Insurance Requirements
Exhibit E: Living Wage Policy
Exhibit F: 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, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Cliff Reilly	Name: Fernando Gonzalez
Title: Wastewater Maint. Manger	Title: Product Support Serv. Rep.
Phone: (805) 271-2228	Phone: (805) 278-8715
Email: cliff.reilly@oxnard.org	Email: fgonzalez@quinnpower.com
Mailing Address (if differs from above): 6001 Perkins Road Oxnard, California 93033	Mailing Address (if differs from above): 10006 Rose Hills Road City of Industry, California 90601

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, 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. 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.

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

7.4 SERVICE PROVIDER 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. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER 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. SERVICE PROVIDER 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 shall pay SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER’s acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

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 section 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 SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services

for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, 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.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER 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 SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER 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. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER'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 SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER 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. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER'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. NOTICES.

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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER 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 SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER'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 SERVICE

PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER 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 SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER 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 SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'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, SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER.

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 SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

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 SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER 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 SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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

SERVICE PROVIDER 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.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER 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. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER 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

QUINN COMPANY

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Jennifer Yates, ² _____
Purchasing Manager Date _____

Spencer Quinn,
Senior Vice President Date _____

Michelle Locke, CFO³ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ 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

TRADE SERVICE AGREEMENT (CITY of Oxnard and Quinn Company)

SCOPE OF SERVICES

The Service Provider shall furnish all necessary labor, materials, equipment, and other incidental and appurtenant Work to provide Generator and Equipment Preventative Maintenance and Repair Services for the City of Oxnard.

The Service Provider is the Manufacturer's authorized sales and service provider for the products in the scope of work

The Service Provider is an authorized representative of the products in the scope of work in the territory/ local area where the service shall be performed.

The scope of Work shall include, but not be limited to:

PM Level 1 (Multi-Point Inspection)

- One (1) visit per year
- Comprehensive detailed inspection of unit(s)
- Check/ adjust all fluid levels and pressures for correct operation
- Check and inspect air cleaner restriction gauge and filter element
- Check primary source fuel tank for water with water finding paste
- Check Day Tank. Fuel Tank, Fuel line fittings for leaks
- Check cooling system hoses, caps, clamps for brittleness. leaks. cracks and weakness
- Check battery voltages, charging rates, fluids, and specific gravities/ ICV's
- Engine cranking batteries will be tested under start-up load for voltage drop
- Block Heater elements and inlet/outlet t-stats are checked for proper output and operation
- Engine Fan Drive and belts are inspected and adjusted for proper tension and condition
- Check Turbo Charger rotation/end play if necessary
- Check generator brushes for proper tension/setting as equipped
- Check and document Control Panel instruments for proper operation and values
- Grease bearings, fan shafts, linkages, and equipment fittings as required
- Hot oil sample taken and submitted for analysis
- Test safety alarms and contacts
- Run unit under load for up to 15 minutes when authorized by City
- Change crankcase oil, oil filter(s) fuel filter(s), water separator(s), as necessary
- Change air filter if necessary
- Submit report to City

REPAIR AND MAINTENANCE WORK

The City reserves the right to remove and/or add equipment to the agreement based on the needs of the City.

Scheduled

The Service Provider must verbally respond within 24 hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and service provider before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Non-Scheduled Urgent

The Service Provider must verbally respond within one hour of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and service provider before work begins. Work under this category shall include weekends, holidays, and be between the hours of 5:01 pm and 7:59 am. All costs for labor for these requests shall be included in the Bid Sheets.

EQUIPMENT RENTAL (non-emergency & emergency)

City may require equipment rental of Wheel Loaders, Skid Steers, Forklifts, Generators, Engines and other related or ancillary equipment. Rental equipment during regular business hours (non-emergency) will be ready for pick-up or delivery to City locations within 4 hours of placement of order. Rental equipment after hours (emergency) weekends, and holidays. The Call-out minimum is 4 hours.

Payment

All Work will be pre-approved by the respective division's Project Manager prior to starting Work. Invoices shall include all materials, labor, and taxes. A separate invoice is required for each work request issued pursuant to the Contract. The Service Provider's markup on the purchase of materials or rental of equipment shall not exceed fifteen percent (15%) of the Service Provider's costs. The Service Provider shall only invoice for time spent at the locations of service. The City shall not pay for time spent in route or traveling to acquire parts or supplies unless approved by the Project Manager.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Quinn Company)**

SCHEDULE OF COMPENSATION

A. PREVENTATIVE MAINTENANCE

DESCRIPTION	UNIT	PERIOD	PER HOUR RATE
Generator PMCS	Straight Time	Annual Service	\$ 150.00
Generator PMCS	Overtime	Annual Service	\$ 225.00
Generator PMCS	Double Time	Annual Service	\$ 300.00
Air Compressor	Straight Time Only	Annual Service	\$ 150.00
Trailer Mounted Pumps (2)	Straight Time Only	Annual Service	\$ 150.00
Fork Lift (LP)	Straight Time Only	Annual Service	\$ 144.00
80' Boom Lift	Straight Time Only	Annual Service	\$144.00

B. ON-CALL REPAIRS

DESCRIPTION	UNIT	PER HOUR RATE
Repair Services (Straight Time)	8:00 AM – 5:00 PM (M-F)	\$ 205.00
Repair Services (Straight Time)	After Hours (M-F)	\$ 307.50
Repair Services (Straight Time)	Weekends, Holidays	\$ 307.50
Repair Services (Overtime)	Anytime	\$ 307.50
Repair Services (Double Time)	Anytime	\$ 410.00
Emergency Call-Out (Straight Time)	Anytime	\$ 205.00
Emergency Call-Out (Overtime)	Anytime	\$ 307.50
Emergency Call-Out (Double Time)	Anytime	\$ 410.00
Material Mark-up	Percentage Rate	% Variable
Other ¹		\$

PREVENTATIVE MAINTENANCE PM1 (WITH OIL & FILTER CHANGES)

DIVISION	BRAND	MODEL	TYPE	SN #	# Of Units	PRICE
Water (Recycled Water)	Cummins	QSB7-G3	Generator	73123393	1	\$1,661.76
Wastewater	Nissan	110	Forklift	JGIF4-940036	1	\$783.97
Wastewater	CAT	GP30N	Forklift	AT13604902	1	\$693.48
Wastewater	CAT	GP25N	Forklift	AT35A08116	1	\$693.48
Wastewater	CAT	420ST	Backhoe	CAT00420LH 8T00386	1	\$2,439.54
Wastewater	CAT	415IL	Backhoe	CAT00415PH 6L00453	1	\$2,424.04
Wastewater	Genie	Z-45/25J	Manlift	Z452513A- 48336	1	\$1,395.34
Wastewater	MQ/ Isuzu	BR 4HK1X	Generator	7511670	1	\$1,689.22
Wastewater	MQ/ Isuzu	BR 4HK1X	Generator	7511783	1	\$1,689.22
Wastewater	MQ/ Isuzu	BR 4HK1X	Generator	7511784	1	\$1,689.22
Wastewater	MQ/ Isuzu	BR 4HK1X	Generator	7512695	1	\$1,689.22
Wastewater	John Deere	6090HFG06	Generator	9110165	1	\$1,986.19
Wastewater	John Deere	6090HFG06	Generator	9110190	1	\$1,412.05
Wastewater	John Deere	6090HFG06	Generator	RG6090U107 447	1	\$2,127.35
Wastewater	Kubota/Atlas Copco	XAS185KDF T4	Air Comp	HOP058961	1	\$1,489.77
Wastewater	Godwin	CD-1500	6 In Pump	16MPF09158 D051595	1	\$1,489.77
Wastewater	Godwin	CD-1500	6 In Pump	16MPF09158 D051596	1	\$1,489.77
Wastewater	CAT	320	Excavator	MYK00430	1	\$2,320.47
Wastewater	John Deere	4045HF275 C	Air Comp	PE4045H376 314	1	\$1,557.56

DIVISION	BRAND	MODEL	TYPE	SN #	# Of Units	PRICE
Environmental Resources	Caterpillar	950K	Wheel Loader	R4A02474/R4 A02489	2	\$6,009.10
Environmental Resources	Caterpillar	950M	Wheel Loader	MLJ03365/M PJLS03387	2	\$5,705.08
Environmental Resources	Caterpillar	914	Wheel Loader	AJC3003387	1	\$2,793.20
Environmental Resources	Caterpillar	262D	Skid Steer	DKDTB01219		\$2,263.92
Environmental Resources	Caterpillar	262D3	Skid Steer	EZB202328/C BZ200329	2	\$3,747.84
Environmental Resources	Hyster	H50	Forklift	H177B40019 A	1	\$738.35
Environmental Resources	CAT	2P5000	Forklift	AT3540411/A T3540412	2	\$1,386.96
Environmental Resources	Mitsubishi	FG25NG	Forklift	AF17E02796	1	\$693.48
Environmental Resources	CAT	GP40	Forklift	AT4011440/A T4011437	2	\$1,277.94
Environmental Resources	Genie	S-85	Boom Lift 80'	S851613234	1	\$3,409.17
Environmental Resources	Doosan	185 HP150	Air Comp	4FVCABAA 9NU506023	1	\$1,677.08
Environmental Resources	Caterpillar	262D	Skid Steer	LZB205422	1	\$1,873.92

EXHIBIT C**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Quinn Company)****SCHEDULE OF SERVICES**

ITEM #	DIVISION	LOCATION	BRAND	MODEL	TYPE	STATIONARY / PORTABLE	SN#	QTY
1	Water (Recycled Water)	5700 Perkins Rd. (AWPF)	Cummins	QSB7-G3	Generator	Portable	73123393	1
2	Wastewater	6001 Perkins Rd	Nissan	110	Fork Lift	Portable	JGIF4-940036	1
3	Wastewater	6001 Perkins Rd	CAT	GP30N	Forklift 1	Portable	AT13604902(C HASSIS #)	1
4	Wastewater	6001 Perkins Rd	CAT	GP25N	Forklift 2	Portable	AT35A08116(CHASSIS #)	1
5	Wastewater	6001 Perkins Rd	CAT	420ST	Backhoe	Portable	CAT 00420LH8T003 86	1
6	Wastewater	6001 Perkins Rd	CAT	415IL	Skip loader	Portable	CAT00415PH6 L00453	1
7	Wastewater	6001 Perkins Rd	Genie	Z-45/25J	Manlift	Portable	Z452513A-48336	1
8	Wastewater	6001 Perkins Rd	MQ/ Isuzu	BR-4HK1X	Generator	Portable	7511670	1
9	Wastewater	6001 Perkins Rd	MQ/ Isuzu	BR-4HK1X	Generator	Portable	7511783	1
10	Wastewater	6001 Perkins Rd	MQ/ Isuzu	BR-4HK1X	Generator	Portable	7511784	1
11	Wastewater	6001 Perkins Rd	MQ/ Isuzu	BR-4HK1X	Generator	Portable	7512695	1
12	Wastewater	6001 Perkins Rd	John Deere	6090HF G06	Generator	Portable	9110165	1
13	Wastewater	6001 Perkins Rd	John Deere	6090HF G06	Generator	Portable	9110190	1
14	Wastewater	6001 Perkins Rd	John Deere	6090HF G06	Generator	Portable	RG6090U1074 47	1
15	Wastewater	6001 Perkins Rd	Kubota/Atlas Copco	XAS185 KDFT4	Air Comp	Portable	HOP058961	1

ITEM #	DIVISION	LOCATION	BRAND	MODEL	TYPE	STATIONARY / PORTABLE	SN#	QTY
16	Wastewater	6001 Perkins Rd	Godwin	CD-1500	6 in Pump	Portable	16MPF09158D 051595	1
17	Wastewater	6001 Perkins Rd	Godwin	CD-1500	6 in Pump	Portable	16MPF091700 51596	1
18	Wastewater	6001 Perkins Rd	CAT	320	Excavator	Portable	MYK00430	1
19	Wastewater	6001 Perkins Rd	CAT	262-D3	Skid steer	Portable	To be delivered 2023	1
20	Wastewater	6001 Perkins Rd	John Deere/ Sullair	4045HF2 75c	Air Comp	Portable	PE4045H37631 4	1
21	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	950K	Wheel Loader	Portable	R4A02474 R4A02489	2
22	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	950M	Wheel Loader	Portable	MLJS03365 MPJ1S03387	2
23	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	914	Wheel Loader	Portable	AJC3003387	1
24	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	262D	Skid Steer	Portable	DKDTB01219	1
25	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	262D3	Skid Steer	Portable	EZB202328 CBZ200329 LZB205422	3
26	Environmental Resources	111 South Del Norte Blvd.	Hyster	H50	Forklift	Portable	H177B40019A	1
27	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	2P5000	Forklift	Portable	AT3540411 AT3540412	2
28	Environmental Resources	111 South Del Norte Blvd.	Mitsubishi	FG25NG	Forklift	Portable	AF17E02796	1
29	Environmental Resources	111 South Del Norte Blvd.	Caterpillar	GP40	Forklift	Portable	AT4011440 AT4011437	2
30	Environmental Resources	111 South Del Norte Blvd.	Genie	S-85	Boom Lift 80'	Portable	S851613234	1
31	Environmental Resources	111 South Del Norte Blvd.	Doosan	185 HP150	Air Comp	Portable	4FVCABAA9 NU506023	1

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and Quinn Company)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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-I

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. 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. Vendor 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-I. 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4/23

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 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-I.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**
SPACE

SPECIFY COMPANY NAMES IN THIS

COMPANY
LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$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 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				

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		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
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							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS							
COVERAGES		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____							
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
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 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 _____							

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		☐ 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 _____	

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and Quinn Company)

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 trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.
- c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT F

TRADE SERVICES AGREEMENT (CITY of Oxnard and Quinn Company)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER 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. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER 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, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER 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 SERVICE PROVIDER'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. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER 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 Service Provider, 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 SERVICE PROVIDER under this Section shall survive Agreement termination.



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

DATE: May 16, 2023

TO: City Council

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

SUBJECT: Second Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency, and Non-Emergency Maintenance Services.

RECOMMENDATION

That the City Council approve and authorize the execution of a Second Amendment to an Agreement with Econolite Systems Incorporated to increase the not to exceed amount from \$300,000 to \$500,000 for traffic signal preventive, emergency, and non-emergency maintenance services and extend the contract termination date to June 30, 2025.

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

BACKGROUND

The City is responsible for the maintenance and operation of traffic signals, flashing beacons, and driver speed feedback radar signs on City-maintained roads.

Staff utilized a “piggy-back” solicitation option with the City of Thousand Oaks for signal maintenance services. In 2020, after a two-month Request for Proposal (RFP) process, the City of Thousand Oaks received signal maintenance proposals on April 15, 2020, from three companies and awarded a contract to Econolite Systems Incorporated (Econolite).

In July 2021, the City Manager authorized Agreement 9315-21-PW with Econolite for the initial amount not to exceed \$200,000. A First Amendment to increase the not to exceed amount from \$200,000 to \$300,000 was authorized by the City Council on September 20, 2022.

DISCUSSION

Per the scope of the services, Econolite is required to provide all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the traffic signal equipment, flashing beacons, and driver speed feedback signs in compliance with current City/Caltrans standards and specifications. Econolite will perform routine maintenance services by qualified personnel at a preset rate per intersection and extraordinary or emergency maintenance services based upon agreed fee schedules.

The primary purpose of the contract is for Econolite to assist the City with carrying on a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the traffic signal equipment. During the past year the need to replace traffic signal equipment has increased due to knockdowns from traffic accidents. In addition, the cost of traffic related material has increased as has been seen in nearly all markets.

Staff recommends Econolite continue providing this maintenance work through the existing on-call agreement, avoiding additional potential cost increases.

The program that Econolite provides includes preventive maintenance two times per year for all the signalized intersections. Projects to be completed by Econolite are categorized as follows:

Scheduled Maintenance Work (primary purpose)

The scope of work and schedule shall be mutually agreed to between City staff and the Econolite before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Non-Scheduled Urgent Repair Work (as-needed)

Econolite must be on the site within two hours of the notification and begin work immediately to the following events:

- Any signal controller malfunction
- Burned out red or green ball or arrow display
- Burned out or malfunctioning Pedestrian Walk Signal Indications

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 amount of this Second Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated shall not exceed \$200,000 with a new not to exceed contract amount of \$500,000 for traffic signal preventative, emergency, and non-emergency maintenance services. To date, the City has spent approximately \$268,000 on the existing agreement with Econolite. The annual estimated spending plan is \$100,000 per year. Funds for Fiscal Year 2022-23 are available in the Fiscal Year 2022-23 Budget in the General Fund Traffic Signal Maintenance Division (1013102-53200) for these maintenance services. Funding for subsequent fiscal years will be requested during the annual budget process.

For Finance Use Only: General Fund (Org. 1013102, Obj. 53200)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on April 25, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Second Amendment 9315-21-PW
2. First Amendment 9315-21-PW
3. Agreement 9315-21-PW

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment (“Second Amendment”) to the Trade Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Econolite Systems Incorporated (“Vendor”). This Second Amendment amends the Agreement entered into on August 1, 2023, by City and Consultant. The Agreement previously has been amended on September 20, 2022, by a First Amendment.

City and Consultant agree as follows:

1. The City’s Project Manager in Section 7 of the Cover Page of the Agreement is hereby amended to “City Traffic Engineer.”
2. The Contact Email in Section 12 of the Cover Page of the Agreement is hereby amended to “N/A.”
3. The City Address for Notice in Section 11 of the Cover Page of the Agreement is hereby amended to:
“City of Oxnard
Attn: City Traffic Engineer
305 W. Third St. 2nd Floor,
Oxnard, CA 93030”
4. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$500,000.”
5. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “June 30, 2025.”
6. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Costs as of April 18, 2023, Exhibit. The Rates and Costs Exhibit is hereby disincorporated; instead, the Rates and Costs as of April 18, 2023, Exhibit is attached hereto and incorporated herein by this reference.
7. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

ECONOLITE SYSTEMS INCORPORATED

☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

 Abbas Mahaddes, CEO Date

 John W. Tracey, CFO³ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ 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.

RATES AND COSTS AS OF APRIL 18, 2023, EXHIBIT

City of Oxnard Proposed Rates for 2023 / 2024 (Inclusive of 12.08% CPI)

<u>Description</u>		<u>Rates Per Hour</u>					
<u>PM TASK</u>		<u>0-75 Signals</u>	<u>76-150 Signals</u>	<u>151-225 Signals</u>	<u>226-300 Signals</u>	<u>301-375 Signals</u>	<u>376-750 Signals</u>
1	Semi Annual - Minor (Traffic Signals)	\$ 202.57	\$ 173.36	\$ 172.42	\$ 171.48	\$ 170.54	\$ 169.59
2	Semi Annual - Major (Traffic Signals)	\$ 535.35	\$ 458.17	\$ 455.68	\$ 453.19	\$ 450.70	\$ 448.22
3	Semi Annual - Major (Ped Crossings/ Radar Feedback, Decorative Lights)	\$ 247.07	\$ 240.23	\$ 238.92	\$ 237.61	\$ 236.31	\$ 235.01
<u>LABOR RATES</u>		<u>ST</u>	<u>OT</u>	<u>DT</u>			
4	Operations Superintendent	\$ 128.83	\$ 171.97	\$215.10			
5	Crew Leader	\$ 128.83	\$ 171.97	\$215.10			
6	Traffic Signal Technician - Field	\$ 109.01	\$ 141.34	\$173.70			
7	Traffic Signal Technician - Lab	\$ 128.83	\$ 171.97	\$215.10			
8	Traffic Signal - Laborer	\$ 109.01	\$ 141.34	\$173.70			

CPI-All Urban Consumers (Current Series) Original Data Value

Series Id: CUURA421SA0, CUUSA421SA0
 Not Seasonally Adjusted
 Series Title: All items in Los Angeles-Riverside-Orange County,
 Area: Los Angeles-Riverside-Orange County, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591														

Current CPI 318.591
 Beginning of Agreement (or allowed Increase period) 280.116
 Delta 38.48
 % of Increase 12.08%

Agreement No. 9315-21-PW

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Econolite Systems Incorporated ("Vendor"). This First Amendment amends the Agreement entered into on August 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. The City's Project Manager in Section 7 of the Cover Page of the Agreement is hereby amended to "Kumar Neppalli."
2. The Contact Email in Section 12 of the Cover Page of the Agreement is hereby amended to "kumar.neppalli@oxnard.org."
3. The City Address for Notice in Section 11 of the Cover Page of the Agreement is hereby amended to:
"City of Oxnard
Attn: Kumar Neppalli
305 W. Third St. 2nd Floor,
Oxnard, CA 93030"
4. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "\$300,000."
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

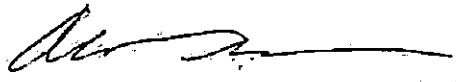


IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

ECONOLITE SYSTEMS INCORPORATED

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

 8/1/22

Abbas Mohaddes, CEO² _____ Date _____

 8/1/2022

John W. Tracey, CFO _____

Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

²The City requires the following for any contract:

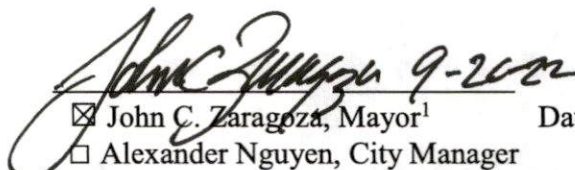
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature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

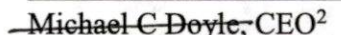
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. 9315-21-PW

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

CITY OF OXNARD**ECONOLITE SYSTEMS INCORPORATED**

 9-20-22
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

 Date
~~Michael C. Doyle, CEO²~~
 Abbas Mohaddes

 John W. Tracey, CFO Date

ATTEST:

 9/20/22
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 7/6/2022
 Stephen M. Fischer, City Attorney Date
 (always required)

¹The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

²The 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.

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT (V-01-17-19))

AGREEMENT/AMENDMENT REVIEW FORM

Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: ECONOLITE SYSTEMS INCORPORATED **Agreement No:** 9315-21-PW

Address: 1250 N. TUSTIN AVE. ANAHEIM, CA 92807

Contact Name: RODNEY MATHIS **Email:** RMATHIS@ECONOLITE.COM **Phone:** 714-630-3700 **INS-** E

Committee Date: 7/26/2022 **Council Date:** 9/20/2022

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

Department: PUBLIC WORKS/ENGINEERING & TRANSPORTATION **Contingency Requested:** \$⁰

Project Manager: KUMAR NEPPALLI **EISPM Funds ¹ Requested:** \$⁰

Phone: 805.385.8206 **Value of Agreement :** \$^{200,000}

Email: kumar.neppalli@oxnard.org **Amendment No:** ¹

Type of Agreement: TRADE SERVICES **Value of Amendment:** \$^{100,000}

Business Tax Cert No. 22 00128167 **Current Agr. Val. (w/amendments)** \$^{300,000}

Secretary of State ID: 3199366 **P.O. No. (if existing agreement):** 8294

Agreement Term: 8/1/21-6/30/23 **Req. No. (if new agreement):** n/a

Termination Date: 6/30/23 **Funding Source:** General Fund - Traffic Division

Bid No.: NSS **Account No. ²:** 101-3102-803-8209

NSS Control #: 21-76

Purpose of Agreement/Amendment: AMENDMENT TO INCREASE THE AGREEMENT VALUE TO \$300,000 FOR SIGNAL MAINTENANCE

SERVICES PROVIDED BY ECONOLITE IN FY 22/23. THIS AMENDMENT WILL ALSO UPDATE THE CITY'S PROJECT MANAGER'S INFORMATION.

Review Sequence (please write in N/A for any steps not required)

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

Initials	Date
<u>N/A</u>	<u>6/27/2022</u> 4:36 PM PT
<u>TA</u>	<u>6/28/2022</u> 8:24 AM PT
<u>N/A</u>	<u>6/28/2022</u> 8:30 AM P
<u>N/A</u>	<u>8/4/2022</u> 11:21 AM PDT
<u>Amelia Pacheco</u>	<u>Aug 25, 2022</u>
<u>CB</u>	<u>7/6/2022</u>
<u>Amelia Pacheco</u>	<u>Aug 26, 2022</u>
<u>PC</u>	<u>9/20/22</u>

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: August 1, 2021
- (2) Vendor: Econolite Systems Incorporated
- (3) Services: Traffic Signal Preventative Maintenance, Urgent Maintenance Services, and Non-Emergency Maintenance as needed.
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2023
- (6) Total Agreement Amount: \$200,000
- (7) City's Project Manager: Philip Schwieder
- (8) Vendor's Project Manager: Rodney Mathis
- (9) Insurance Coverage: INS-E
- (10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

Econolite Systems Incorporated
Attn: Rodney Mathis
1250 N. Tustin Ave
Anaheim, CA 92807

FOR CITY:

City of Oxnard
Attn: Philip Schwieder
305 W. Third St, 3rd Floor
Oxnard, CA 93030

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

RMathis@econolite.com

CITY'S PROJECT MANAGER:

Philip.schwieder@oxnard.org

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

- | | |
|--|--|
| ☒ Scope of Services Exhibit | ☒ Living Wage Policy Exhibit |
| ☒ Rates and Costs Exhibit | ☒ Prevailing Wages Exhibit |
| ☒ Schedule of Services Exhibit | ☒ Insurance Exhibit (INS-E) |

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor 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 Vendor 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 Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

12. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Vendor 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall 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 Vendor's performance of this Agreement or Vendor'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. Vendor's obligation to indemnify applies except such loss or damage which is caused by the sole or active negligence or willful misconduct of City.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor 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 Vendor 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 Vendor 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 or active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime

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

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

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

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

18. Confidentiality of Information.

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

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

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

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, 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, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

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

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

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

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

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

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

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

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

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

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

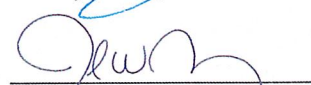
[Signatures on next page]

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

CITY OF OXNARD

ECONOLITE SYSTEMS INCORPORATED

 8/19/2021
☐ John C. Zaragoza, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ , Buyer

 7-19-21
 Rodney Mathis, Vice President² Date
 7/19/2021
 John W. Tracey, Chief Financial Officer Date

ATTEST:

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

APPROVED AS TO FORM:

 7/26/21
 Stephen M. Fischer, City Attorney (always required) Date

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

² The City requires the following for any contract:

- 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.

SCOPE OF SERVICES EXHIBIT

The qualified firm shall provide the City of Thousand Oaks and other Ventura County and City agencies with certified personnel, equipment, and materials to maintain the City's Traffic Signals and Control Equipment, In Pavement Crosswalk systems, Beacons, Pedestrian Safety Lighting and Rader Feedback Signs on a daily basis. The firm must have the resources and abilities to install various signal poles and controller cabinets. The scope of services may include, but are not limited to the following:

1. TECHNICAL SERVICES AND MAINTENANCE PERSONNEL

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the traffic signals as listed in Document No. 1 and Document No. 2 (pages 26-29) in compliance with current Caltrans standards and specifications. A copy of Document No. 1 and Document 2 is attached and incorporated by reference as though fully set forth herein.

The contractor will perform routine maintenance services at a preset rate per intersection and extraordinary/emergency maintenance services based upon agreed fee schedules.

The Contractor shall provide regular field preventive maintenance, installation, and repair of controller assemblies/cabinets by qualified personnel that meet or exceed the following qualifications:

- a. One Level Three field technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.
- b. One Level Two field technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.
- c. One Fiber Optics for Traffic Signal Systems Technician - Field Level Two Technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal system with Fiber Optics. Technicians shall be available within 2 hours of call out.
- d. One Level Two bench technician that is available within 2 hours of call out.
- e. Familiar with programming and repair of all traffic signal controllers (TS1 and TS2 Type P Cabinets, Type R Cabinets, and Maryland Cabinets, primarily composed of ASC/2, ASC2S, ASC3 and Cobalt series controllers and related equipment). Technicians shall be trained and certified in software and hardware installation of Controllers systems including but not limited to ASC2S, ASC3 and Cobalt and McCain.
- f. Familiar with pedestrian crosswalk systems and controllers (pedestrian crosswalks) programming and repairs.
- g. Proficient in programming, repairs, modifications and testing of conflict monitors (CMU) and malfunction management units (MMU).
- h. Familiar with basic traffic signal timing principals.
- i. Proficient with video detection systems including installation of software and hardware. Technicians shall be trained and certified in software and hardware installation of video detection systems.
- j. Proficient with hardware and software to install, splice and maintain Single Mode Fiber Optic (SMFO) cable, twisted pair copper hardwires and wireless communications technology including troubleshooting and adjustment of external and internal modems, videos servers ethernet switches.
- k. Familiar with various battery backup systems to include installation, programming and testing procedures, and maintenance.
- l. Familiar with the operations, installation and timing of Emergency Vehicle Preemption devices including hardware and software.
- m. Ability to perform cabinet modifications and up-grades when necessary.

- n. In order to provide maintenance capabilities during peak traffic hours, one technician shall be in the georgical area of Ventura County beginning work at 7:00 a.m. and another technician shall be in the georgical area of Ventura County at the end work at 6:00 p.m. daily Monday - Friday.
- o. Technicians shall be available by phone 24-hours a day.
- p. Technicians shall be trained and certified in Centralized Operations Software.

The Contractor shall provide a 24-hour service for knockdowns and emergencies. The Contractor shall provide a radio dispatch truck available 24 hours per day.

The Contractor shall provide each technician with cell phone service.

The Contractor shall have a complete traffic signal laboratory with a Certified Level II ISMA Bench Technician in Southern California and who is available to respond to a call out within 2 hours.

The Contractor shall keep and furnish a stock of common replacement parts when the original units are in the laboratory for repairs. The equipment may include but is not limited to the following: Signal controllers, 24VDC Power Supply, MMU's/CMU's, Flash Transfer Relays, Load Switches, Detectors, Video Processors, video detection units, battery backup system unit, etc.

The Contractor shall offer alternatives to existing equipment to meet the changing demand as it occurs and when directed by City.

Perform installations of knockdown replacement signal equipment including signal poles ranging from Type 1A to Type 60. Also install controller cabinets and Edison services cabinets.

The Contractor shall cooperate with the Public Works Department and Traffic Division staff in recalibrating signal timing and progression. The Contractor shall never change the timing of signals except under the direction of the Public Works Department or Traffic Engineer.

The Contractor shall provide and maintain an accessible software package that the City can access to provide live "real time" information on the progress of technician work of call outs and maintenance activity. Software shall also provide major components bar coded inventory, pictures of the materials and PDF's of intersection signal design and access to monthly billing.

The Contractor shall cooperate with emergency response personal (Police Department, Fire Department and responsible City department heads) in cases of emergency including placing signals in flashing operations for safety purposes when directed and bringing signals out of flashing operation when directed.

The Contractor shall refer all questions from the public to either the Public Works Department or the Oxnard Police Department.

2. PREVENTIVE MAINTENANCE Major and Minor (PM)

The Contractor shall carry on a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program shall include, but not be restricted to the following:

2.1 Bi-Annual PM - Minor Maintenance (traffic signals):

The Contractor shall provide preventive Minor Maintenance **two** times per year for the signalized intersections as listed in Document No. 1 (pages 26-28) and shall include, at a minimum, the listed items below (a - aa). The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every

six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

- a) **Preventive Maintenance (PM) Checklist Form:** The Contractor shall maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be completely filled out during each maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, video detection, Battery Back Up, Emergency Vehicle Preemption, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).
- b) **Controller Cabinet Mounting:** Check the snugness of the nuts on the cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.
- c) **Controller Cabinet Foundation Seal:** If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation and the cabinet for deterioration, and report the need for a reseal as necessary.
- d) **Door Gaskets:** Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets shown signs of leaking or deterioration.
- e) **Cabinet Vents:** Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.
- f) **Air Filter:** Vacuum, wash, replace or knock out the dust of filters. Take appropriate action based on condition of filter.
- g) **Cabinet Fan:** Verify that cabinet fan(s) operate properly with a minimum of noise.
- h) **Thermostat:** Verify that the cabinet fan thermostat is set at 96 degrees.
- i) **Interior Light:** Verify the proper operation of the cabinet's interior light.
- j) **Door Panel Harnesses:** Check the harnesses leading from the main panel to the police and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.
- k) **Hinges and Locks:** Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures (battery backup cabinet). Use a minimum of oil or spray lubricant and remove any excess.
- l) **Vacuum Cabinet:** Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet, including the police panel.
- m) **Insect Infestation:** Check for signs of ants, wasps or other insects within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems shall be reported to the City.
- n) **Cabinet Grounding:** Using appropriate equipment, check annually the resistance between AC and ground.
- o) **Service Connections:** Verify the neutral, ground and power connections are secure in the controller and service cabinets.
- p) **Plug-In Components:** Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.

- q) **Ground Fault Receptacle:** Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.
- r) **Intersection Records:** Ensure that all intersection cabinet wiring diagrams are present and up to date. Maintain records in a weather proof sealable container.
- s) **Controller Operation:** Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and take note for the file. Verify signal timing is current with timing sheet in cabinet. **Confirm controller time and dates are correct.** (Especially after day light savings time change). Provide updated timing sheet to City Traffic Engineer every three months. The controller shall have the latest software and firmware updated and a sticker shall be placed on the controller with the latest version.
- t) **Conflict Monitor/Malfunction Management Unit:** Verify time and dates are correct in any CMU/MMU with an internal clock.
- u) **Detector Operation (Loops):** Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase. Once a month, City staff will provide a list of troubled location to verify loops are detectable by bicycle. A bicycle shall be placed over leading loop and verified by technician that the detection is received.
- v) **Detector Operation :** Verify camera operation by monitoring the vehicle call LED's on the Video Detection unit. Also, verify the calls going to the detector call page in the controller. The video detection shall have the latest software and firmware updated and a sticker shall be placed on the Mini Hub or other easily readable location within the cabinet with the latest version.
- w) **Equipment Displays and Indicators:** Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
- x) **Emergency Pre-Emption Devices:** Test any pre-emption devices for proper operation.
- y) **System Telemetry:** Check the operation of telemetry on controller display, Axis Video Server, Fiber Optics Patch Panel, Rugged Com device, and any other supporting communications device if equipped, located in the cabinet. Report any malfunction immediately.
- z) **Battery Back-Up System:** Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections.
- aa) **Check all battery connections to ensure they are clean and secure.**

2.2 Bi-Annual PM - Major Maintenance (traffic signals):

The Contractor shall provide preventive Major Maintenance **two** times per year for the signalized intersections as listed in Document No. 1(pages 26 -28). The Major Maintenance shall include task items listed below (a - o) and also include the Minor maintenance scheduled items (a-aa). The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

a) **Battery Back-Up System (BBS Unit):**

1. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
2. Perform 15-minute test.
3. Verify bypass switch is operating properly
4. Verify BBS unit is set for 50 percent fully operational and 50 percent red flash.
5. Inspect and test battery charging system.

b) **Video Detection Units and Camera Surveillance Units:** Clean and polish all video detection systems camera lens and clean service power supply cable. Verify that video detection units are programmed correctly for vehicle detection, bicycle detection and counting locations as needed. Adjust video detection and video surveillance cameras or other detection units as needed for proper functioning of detection units and PTZ units.

c) **Signal Lens, Backplates, Video Detection & Battery Back-Up Maintenance:** Contractor shall clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs once a year. Paint traffic signal head back plates with black spray paint to ensure back plates are visible. Report any damaged or faded regulatory sign to Municipal Services Center (MSC) for appropriate repairs.

d) **Terminal Connections:** Test annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.

e) **Check:** all pull boxes at intersections for structural defects, insect infestations, and properly secure. Replace any pull box lid that is cracked in half.

f) **Timing Sheets:** Verify timing sheets are in place at the controller. If they are not correct contact Public Works staff to verify differences. Provide copy of latest signal timing to City Traffic Engineer.

g) **Rust:** Report significant areas of rust on cabinet exterior and signal poles to City staff.

h) **Covers:** Verify that all pull box covers; hand hole covers, etc. are in place and secured.

i) **Pull Boxes:** Visibly check pull boxes for evidence of ants and gophers. Report any positive findings.

j) **CMU/MMU:** Perform Conflict Monitor Unit (CMU) or Malfunction Management Units (MMU) bench testing once a year. Provide print out of the results and that the unit has passed inspection and bench testing and place a copy of the document in the cabinet with other documents.

k) **Fiber Optic:** Perform visible inspection of the Single Mode Fiber Optic (SMFO) Lines to verify proper connection to patch panel, Axis Video Servers, Rugged Com device and other fiber connection points. Repair as needed.

l) **Transportation Management Center:** Confirm with City Traffic Engineer that communication devices are working with the Transportation Management Center (TMC) at City Hall or other locations. Communications devices include but are not limited to Video Detection, Controller, MMU, CMU, Emergency Vehicle Detection and Battery Backup Units. Provide assistance, as needed, to restore communications and video transmissions from field equipment to the TMC.

m) **Intersection Walk-Around:**

1. **General:** Remove any easily removed, unauthorized signs, stickers and posters and

note all graffiti existing on signal poles or equipment.
Notify City representative in writing of any graffiti on signal equipment.

2. **Signal Heads:** Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also, verify that all back plates, visors and doors are visibly secure. Report any landscaping (trees) that hinders the view of signal heads to City staff (signal heads should be visible from 300'). Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED units (red, yellow & green).
3. **Pedestrian Equipment:** Check all pedestrian push buttons (equestrian and bike buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary. Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED
4. **Miscellaneous:** Check operation of safety lighting - manual test switch located in cabinet or cover photocell window with duct tape to see if lights come on.
5. Visibly check all signal mounted signs and advance warning signs/beacons for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.
6. Check mounting hardware on street name signs for deterioration.
7. Check all detector loops for sealant deterioration, exposed wire, etc.

n. Illuminated Crosswalks Devices, Beacons, RRFB, Feedback signs:

1. Verify pedestrian detection systems push buttons are operating properly.
2. Check the snugness of the pole mounted cabinet. Make sure interior of cabinet is free of water, ants, and other potentially harmful substances.
3. Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.
4. Note number of actuations on controller display.
5. Check all in pavement LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement LED displays as needed.
6. Check in pavement LEDs for sealant deterioration, exposed wire, etc.

2.3 Semi - Annual PM (crosswalks, beacons, safety lighting and radar feedback signs):

The Contractor shall provide preventive maintenance **two** times per year for, crosswalks, beacons or radar feedback signs as listed in Document No. 2 (page 29) and shall include the listed items below (a-n). Currently there are 23 devices to maintain. The City will notify Contractor of any new installations to be added to the contract for bi-annual maintenance. The Contractor shall utilize a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall provide one copy of the maintenance checklist to the City once every six months in digital format, maintain a copy in the controller cabinet, and maintain a copy at the Contractor's office of records.

a) Battery Back-Up System (BBS Unit):

Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results. Perform 15-minute test. Verify bypass switch is operating properly. Verify BBS unit is set for 50 percent fully operational and 50 percent red flash. Inspect and test battery charging system.

- b) **Video Detection:** Clean video detection camera lens and service power supply cable.
 - c) **Signal Lens, Video Detection Maintenance:** Contractor shall clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs once a year. Paint traffic signal head back plates with black spray paint to ensure back plates are visible. Contractor shall clean and polish all video camera lenses once a year.
 - d) **Terminal Connections:** Test, annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
 - e) **Check:** all pull boxes at intersections for structural defects, insect infestations, and properly secure. Replace any pull box lid that is cracked in half.
 - f) **Timing:** Verify timing charts to controllers. If they are not correct contact Public Works staff to verify differences.
 - g) **Rust:** Report significant areas of rust on cabinet exterior and signal poles to City staff.
 - h) **Covers:** Verify that all pull box covers; hand hole covers, etc. are in place and secured.
 - i) **Pull boxes:** Visibly check pull boxes for evidence of ants and gophers. Report any positive findings.
 - j) **CMU/MMU:** Perform Conflict Monitor Unit (CMU) or Malfunction Management Units (MMU) bench testing once a year. Provide print out of the results and that the unit has passed inspection and bench testing and place in cabinet with other documents.
 - k) **Fiber Optics:** Perform visible inspection of the Single Mode Fiber Optic (SMFO) Lines to verify proper connecting to patch panel, rugged com device and other fiber connection points. Repair as needed.
 - l) **Transportation Management Centralized Operations Center:** Confirm with City Traffic Engineer that communication devices are working with the Transportation Management Centralized Operations Center (TMC) at City Hall or other locations. Communications devices include, but are not but not limited to, Video Detection, Controller, MMU, CMU, Emergency Vehicle Detection and Battery Backup Units. Provide assistance, as needed, to restore communications and video transmissions from field equipment to the TMC.
- Intersection Walk-Around:**
- **General:** Remove any easily removed, unauthorized signs, stickers and posters and note all graffiti existing on signal poles or equipment. Notify the City representative of any graffiti observed on traffic signal equipment.
 - **Signal Heads:** Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also, verify that all back plates, visors and doors are visibly secure. Report any landscaping (trees) that hinders the view of signal heads to City staff (Signal heads should be visible from 300'). Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED units (red, yellow & green).
 - **Pedestrian Equipment:** Check all pedestrian push buttons (equestrian and bike buttons where provided), beacons in ground warning devices and Rectangular Rapid Flashing Beacons (RRFB) to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary. Contractor will be compensated for labor and material to replace malfunctioning displays with Caltrans approved LED.
 - **Miscellaneous:** Check operation of safety lighting - manual test switch located in cabinet or cover photocell window with duct tape to see if lights come on.

Visibly check all signal mounted signs and advance warning signs/beacons for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs to City staff.

Check mounting hardware on street name signs for deterioration. Check all detector loops for sealant deterioration, exposed wire, etc.

m) **Illuminated Crosswalks Devices, Beacons, RRFB, Feedback signs:**

- Verify pedestrian detection systems push buttons are operating properly.

- Check the snugness of the pole mounted cabinet. Make sure the interior of the cabinet is free of water, ants, and other potentially harmful substances.
- Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping (trees) that hinders the view of signs, signal head, beacons or other safety devices to City staff.
- Note number of actuations on controller display.
- Check all in pavement LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement LED displays as needed.
- Check in pavement LEDs for sealant deterioration, exposed wire, etc.

3 ORDINARY MAINTENANCE OF TRAFFIC SIGNAL CONTROL EQUIPMENT

Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the City.

No permanent change of control mechanisms shall be done without prior approval of the City. Whenever equipment is removed from the controller cabinet, the City shall be notified by phone within 24 working hours, except weekends and holidays.

Contractor agrees to notify the City Public Works Director or his authorized representative, in advance of any traffic signal turn-offs or turn-ons necessitated by Contractor's operations. Contractor shall not make said turn-off or turn-on without the approval of an authorized representative of the City Public Works Department.

All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

The Contractor shall bear the cost for replacing any parts to the controller mechanisms under the provisions of the routine maintenance program. When entire controller mechanisms become obsolete or deteriorated to the point of being beyond repair, Contractor shall report such conditions to the City and provide satisfactory evidence that replacement is necessary. Contractor shall prepare estimates showing the cost breakdown of material and labor for replacement of such controller mechanisms and submit this information to the City. Replacement of an entire controller mechanism, if ordered by City will be paid for as extra work.

Compensation for extra work identified below will be paid in accordance with Schedules A and B. Extra work includes but is not limited to the following (3.1 thru 3.7):

3.1 NEW INSTALLATIONS

Contractor shall maintain any additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. Refer to Section 6.1 for Compensation.

3.2 TRAFFIC SIGNAL AND PEDESTRIAN SIGNAL INDICATIONS

Contractor shall replace or repair standard traffic signal (red, yellow & green) and pedestrian signal display units as they malfunction upon authorization from the City. All traffic signal and pedestrian indications shall be Caltrans approved LED units only.

3.3 WARRANTY SERVICE

During the period of warranty, the Contractor shall make all communications between manufacturer, installing contractor and the City regarding any warranty service. Contractor shall notify the City of any undue delays in response by the manufacturer or installing Contractor and details of each incident.

Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond Contractor's reasonable control, such as, fire, flood, earthquake, lightening, and labor strikes.

3.4 URGENT SERVICE

The Contractor shall respond to the identified location within two (2) hours after the City first notified the Contractor's representative of the following events:

- (1) Any signal controller malfunction
- (2) Burned out red or green ball or arrow display
- (3) Burned out or malfunctioning Pedestrian Walk Signal Indications
- (4) Signal equipment knockdowns
- (5) Other situations that are potentially hazardous to public safety

The replacement of burned-out lamps need not be on an emergency basis provided that there is one (1) such signal indication still operative for each direction of travel. Such replacements shall be completed within twenty-four (24) hours.

Contractor shall notify the City within twenty-four (24) working hours of any change in traffic signal operation caused by controller replacement, timing changes, loss of master controller or traffic collisions. Emergency calls that require replacement of equipment will not require approval from City before such replacements are commenced. The contractor shall provide additional staffing where responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

Contractor shall maintain a single local telephone where they can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by the City.

To distinguish between a regular maintenance call and an emergency call, the City Police Department shall use the phrase, "this is an emergency call" or words to that effect when calling the Contractor's 24-hour answering service.

3.5 MONITORING EMERGENCY CALLS

At the time the Contractor's representative is notified of an emergency by the City, he shall call the designated representative from the Traffic Engineering Division. If the designated representative is not available, the following numbers are available to verify that the Contractor's representative has received the call:

TIME	TELEPHONE NO.
4:30 p.m. - 7:00 a.m. (M-F),	(805) 247-8912 - PW- Streets Division
24hrs weekends, holidays, and Off Fridays (Every other Friday)	(805) 414-0893 - Philip Schwieder

The City Representative is Timothy Bochum, Traffic Engineer - (805) 385-8206.

Upon completion of emergency work, the Contractor shall contact the above telephone numbers and inform the City that the emergency work has been completed.

3.6 NON-EMERGENCY SERVICE

All other non-emergency calls shall be responded to within 24 hours or as mutually agreed upon between the City and Contractor for each individual services call.

3.7 SIGNAL UPGRADES AND INSTALLATIONS

The Contractor shall, if requested, install, modify and/or upgrade traffic signals or electrical or mechanical traffic control or traffic safety devices. All additional work shall be performed to the satisfaction of the City.

No additional work shall be commenced or undertaken by Contractor unless and until the same is authorized in writing by the City. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement. Additional work shall be performed in accordance with the Caltrans Standard Plans (current) and Section 86 of the Caltrans Standard Specifications (current) for the State of California, Department of Transportation and the City of Thousand Oaks Public Works special provisions. This work shall be performed within a time limit established by the City and for a mutually agreed upon price.

City shall retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bids.

4. RECORDS

4.1 INTERSECTION RECORDS

a) **Inventory List:** At each intersection the Contractor shall maintain an inventory list of the equipment in the controller cabinet. The inventory list shall include the model, manufacture, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and maintained within the Contractors' maintenance software.

b) **Preventive Maintenance (PM) Checklist Form:** The Contractor shall maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be completely filled out during each quarterly maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, video detection, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

4.2 MONTHLY ACTIVITY REPORT

The Contractor shall provide a computerized monthly activity report to the City Traffic Engineering Division of the Public Works Department by the fifteenth working day of each month for the previous month. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail or on a media storage unit (Flash Drive) and shall include the following:

- (a) Time the service calls were received by Contractor, time arrived at the intersection, the response time, the number of hours spent for each repair and a special listing of intersections with three calls in one month.
- (b) A complete record of all work that was performed on the City traffic signal equipment during the previous month including the make model, and serial number of any major components or other equipment that was newly installed at each intersection.

(c) Time and date the PM work was performed.

4.3 PENDING REPAIR LIST

The Contractor shall provide a monthly report of all pending repair work needed at each intersection.

5. MEETINGS

The Contractor's technician shall be available to meet with the City Traffic Engineering Division representative on a weekly basis at a mutually agreed upon time and place in the City of Thousand Oaks to review each week's maintenance activities. The Contractor's maintenance supervisor shall be similarly available to meet with the City's Traffic Engineering representative on a quarterly basis.

RATES AND COSTS EXHIBIT

CITY OF OXNARD

	# of Signals 0-75 (1) ISMA Level 3	# of Signals 76-150 (1) ISMA Level 3 (1) ISMA Level 2	# of Signals 151-225 (2) ISMA Level 3 (1) ISMA Level 2	# of Signals 226-300 (2) ISMA Level 3 (2) ISMA Level 2	# of Signals 301-375 (3) ISMA Level 3 (2) ISMA Level 2	# of Signals 376-450 (3) ISMA Level 3 (3) ISMA Level 2	# of Signals 451-525 (4) ISMA Level 3 (3) ISMA Level 2	# of Signals 526-600 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 601-675 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 676-750 (5) ISMA Level 3 (4) ISMA Level 2
Semi Annual - Minor (Traffic Signals) Section 2.1 - Preventive Maintenance 2 times per year. Cost per year/intersection	\$180.74	\$154.68	\$153.84	\$153.00	\$152.16	\$151.32	\$151.32	\$151.32	\$151.32	\$151.32
Semi Annual - Major (Traffic Signals) Section 2.2 - Preventive Maintenance 2 times per year. Cost per year/intersection	\$477.66	\$408.80	\$406.58	\$404.36	\$402.14	\$399.92	\$399.92	\$399.92	\$399.92	\$399.92
Semi Annual - Major (Ped Crossings/Radar Feedback, Decorative Lights) Section 2.3 - Preventive Maintenance - 2 times per year. Cost per year/intersection	\$220.45	\$214.34	\$213.18	\$212.01	\$210.85	\$209.69	\$209.69	\$209.69	\$209.69	\$209.69
Operations Superintendent Hourly - Strait Time (7 AM - 7 PM)	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95
Operations Superintendent Hourly - Overtime Time (7 PM - 7 AM)	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44
Operations Superintendent Hourly - Double Time	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92
Crew Leader Hourly - Strait Time (7 AM - 7 PM)	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95
Crew Leader Hourly - Overtime Time (7 PM - 7 AM)	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44
Crew Leader Hourly - Double Time	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92

Extra Work:(***)

	# of Signals 0-75 (1) ISMA Level 3	# of Signals 76-150 (1) ISMA Level 3 (1) ISMA Level 2	# of Signals 151-225 (2) ISMA Level 3 (1) ISMA Level 2	# of Signals 226-300 (2) ISMA Level 3 (2) ISMA Level 2	# of Signals 301-375 (3) ISMA Level 3 (2) ISMA Level 2	# of Signals 376-450 (3) ISMA Level 3 (3) ISMA Level 2	# of Signals 451-525 (4) ISMA Level 3 (3) ISMA Level 2	# of Signals 526-600 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 601-675 (4) ISMA Level 3 (4) ISMA Level 2	# of Signals 676-750 (5) ISMA Level 3 (4) ISMA Level 2
Traffic Signal Technician - Field Hourly - Strait Time (7 AM - 7 PM)	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26
Traffic Signal Technician - Field Hourly - Overtime Time (7 PM - 7 AM)	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11
Traffic Signal Technician - Field Hourly - Double Time	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98
Traffic Signal Technician - Laboratory Hourly - Strait Time (7 AM - 7 PM)	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95	\$114.95
Traffic Signal Technician - Laboratory Hourly - Overtime Time (7 PM - 7 AM)	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44	\$153.44
Traffic Signal Technician - Laboratory Hourly - Double Time	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92	\$191.92
Traffic Signal - Laborer Hourly - Strait Time (7 AM - 7 PM)	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26	\$97.26
Traffic Signal - Laborer Hourly - Overtime Time (7 PM - 7 AM)	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11	\$126.11
Traffic Signal - Laborer Hourly - Double Time	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98	\$154.98

Extra Work: (***)

SCHEDULE OF SERVICES EXHIBIT

Provide traffic signal preventative maintenance, urgent maintenance, and non-urgent maintenance as required. Work to be done at all signalized intersections within City limits.

	INTERSECTION	Cabinet	Fiber Hub	FIBER BBS	Controller type			BBS	Battery GOOD	ALPHA	CCTV	Video Detection
					170E	170 ATC	FLex	ON/OFF				
1	3rd St. & Garfield Av.	332				x		x				x
2	A St. & 2nd St.	332				x		x				
3	A St. & 3rd St.	332				x		x				
4	A St. & 4th St.	332				x		x				
5	A St. & 5th St.	332				x		x				
6	A St. & 6th St.	332				x		x				
7	Auto Center Dr. & Los Olivos	332					x	x	X	X		x
8	Auto Center Dr. & Paseo Mercado	332				x		OFF				x
9	Auto Center Dr. & Ventura Blvd.	332				x		x				
10	B St. & 4th St.	332				x		OFF				
11	B St. & 6th St.	332				x		x				
12	C St. & 2nd St.	332				x		x				
13	C St. & 3rd St.	332			x			x				
14	C St. & 4th St.	332				x		x				

15	C St. & 5th St.	332				x		x	X	X		
16	C St. & 6th St.	332				x		x				
17	C St. & 7th St.	332				x		x				
18	C St. & 9th St.	332				x		x				
19	C St. & Channel Islands Blvd.	332				x		x	X	X		
20	C St. & Gonzales Rd.	332				x		x	X	X		x
21	C St. & Hill St.	332			x			OFF			x	
22	C St. & Pleasant Valley Rd.	332				x		x	X	X		
23	C St. & Wooley Rd.	332	X	X		x		x	X	X		
24	Camino Del Sol & Kohala St.	332				x		N/A			x	
25	Channel Islands Blvd. & Albany Dr.	332				x		x				
26	Channel Islands Blvd. & Cloyne/Gisler	332			x			x			x	
27	Channel Islands Blvd. & Dupont St.	332			x			x			x	
28	Channel Islands Blvd. & Hwy 1	332						x	X	X		
29	Channel Islands Blvd. & J St.	332				x		x	X	X	x	
30	Channel Islands Blvd. & M St.	332				x		x				
31	Channel Islands Blvd. & Peninsula Rd.	332				x		x				
32	Channel Islands Blvd. & Statham Blvd.	332				x		x				

33	Del Norte Blvd. & Camino Del Sol	332				x		x	X	X		
34	Del Norte Blvd. & Sturgis Rd.	332				x		x				x
35	Esplanade & Food For Less	332				x		x				x
36	Forest Park Blvd. & Gargonne/River Park Blvd.	332				x		x				X
37	Forest Park Blvd. & Thames River Dr.	332				x		x				
38	Gonzales Rd. & Campus Rd.	332			x			x				
39	Gonzales Rd. & Entrada Dr.	332				x		x				
40	Gonzales Rd. & Gallatin Pl.	332				x		x				
41	Gonzales Rd. & H St.	332				x		OFF				x
42	Gonzales Rd. & Lantana St.	332				x		x				
43	Gonzales Rd. & Lombard St./Outlet Center	332			x			x				x
44	Gonzales Rd. & Lowe's Driveway	332				x		x				x
45	Gonzales Rd. & Merion Way	332			x			x				
46	Gonzales Rd. & Patterson Rd.	332				x		x	X	X		
47	Gonzales Rd. & Snow Ave.	332			x			x				
48	Gonzales Rd. & Solar Dr.	332				x		N/A				x
49	Gonzales Rd. & Wal-Mart Driveway	332				x		x				
50	Gonzales Rd. & Williams Dr.	332			x			x				x

51	H St. & 5th St.	332				x		x				
52	Harbor Blvd. & 5th St.	332				x		x				
53	Harbor Blvd. & Channel Islands Blvd.	332				x		x				
54	Harbor Blvd. & Costa De Oro	332				x		x				
55	Harbor Blvd. & Wooley Rd.	332				x		N/A				
56	Hobson Way & 7th St.	332				x		x				
57	Hobson Way & 9th St.	332				x		x	X	X		
58	Hueneme Rd. & Arcturus Ave.	332				x		x				
59	Hueneme Rd. & Edison Dr.	332				x		x				
60	Hueneme Rd. & J St.	332			x			x	X	X		
61	Hueneme Rd. & Perkins Rd.	332				x		x			x	
62	K St. & 5th St.	332			x			x				
63	Meta St. & 5th St.	332				x		x				
64	Oxnard Blvd. & 1st St.	332				x		x				
65	Oxnard Blvd. & 2nd St.	332				x		x				
66	Oxnard Blvd. & 4th St.	332				x		x				
67	Oxnard Blvd. & 5th St.	332				x		x	X	X	x	
68	Oxnard Blvd. & 6th St.	332				x		x				

69	Oxnard Blvd. & 7th St.	332				x		x				
70	Oxnard Blvd. & Citrus Grove Ln.	332				x		x				
71	Oxnard Blvd. & Colonia Rd.	332				x		OFF				
72	Oxnard Blvd. & Cooper Rd.	332				x		x				
73	Oxnard Blvd. & Date St.	332				x		x				
74	Oxnard Blvd. & Esplanade Center/Wagon Wheel Rd.	332				x		x	X	X		x
75	Oxnard Blvd. & Glenwood Dr.	332				x		x				
76	Oxnard Blvd. & Gonzales Rd.	332	X	X		x		x	X	X	x	x
77	Oxnard Blvd. & Robert Ave.	332				x		x				
78	Oxnard Blvd. & Rose Av.	332				x		x	X	X		
79	Oxnard Blvd. & Statham Blvd.	332				x		x				
80	Oxnard Blvd. & Vineyard Ave.	332			x			x	X	X	x	
81	Oxnard Blvd. & Wooley Rd. (5 PTS)	332				x		x			x	x
82	Oxnard Blvd. & Clyde River Pl.	332				x		x				x
83	Oxnard Blvd. & Town Center Dr.	332						x	X	X		
84	Patterson Rd. & 5th St.	332			x			x				
85	Patterson Rd. & Hemlock St.	332			x			x				
86	Patterson Rd. & Wooley Rd.	332			x			x				

87	Pleasant Valley Rd. & Bard Rd.	332				x		x				
88	Pleasant Valley Rd. & Beaumont Ave.	332			x			OFF				
89	Pleasant Valley Rd. & Cloyne/Giesler	332				x		x				
90	Pleasant Valley Rd. & J St.	332				x		x	X	X		
91	Pleasant Valley Rd. & Olds Rd.	332				x		OFF				
92	Pleasant Valley Rd. & Perkins Rd.	332				x		x			x	
93	Pleasant Valley Rd. & Saviers Rd.	332	X	X		x		x	X	X	x	x
94	Pleasant Valley Rd. & Squires Dr.	332				x		x				
95	Rice Ave. & Camino Del Sol	332				x		x	X	X		
96	Rice Ave. & Gonzales Rd.	332			x			x	X	X		
97	Rice Ave. & Latigo Ave.	332				x		x				
98	Rice Ave. & Sturgis Rd.	332			x			x				
99	River Park Blvd. & Town Center Dr.	332			x			x				
100	Rose Ave. & 1st/St. Lucia	332				x		OFF			x	
101	Rose Ave. & 3rd St.	332				x		x			x	
102	Rose Ave. & 5th St.	332				x		x	X	X		
103	Rose Ave. & Auto Center Dr.	332				x		x			x	x
104	Rose Ave. & Bard Rd.	332			x			x				

105	Rose Ave. & Camino Del Sol	332				x		x			x	
106	Rose Ave. & Cesar Chavez	332			x			x				
107	Rose Ave. & Channel Islands Blvd.	332				x		x			x	x
108	Rose Ave. & Eastman Ave.	332				x		x				
109	Rose Ave. & Emerson Ave.	332			x			x			x	x
110	Rose Ave. & Gary	332					x	x	X	X		x
111	Rose Ave. & Gonzales Rd.	332	X	X		x		x			x	x
112	Rose Ave. & Lockwood St.	332				x		x				
113	Rose Ave. & Pleasant Valley Rd.	332				x		x	X	X		x
114	Rose Ave. & Raiders Way	332			x			x				
115	Rose Ave. & San Geronio Ave.	332			x			x				
116	Rose Ave. & Wooley Rd.	332			x			x	X	X		
117	Santa Clara Rd. & Ventura Blvd.	332			x			x	X	X		
118	Saviors Rd. & Bard Rd.	332				x		x				x
119	Saviors Rd. & Bryce Canyon/Thomas	332				x		x				x
120	Saviors Rd. & Channel Islands Blvd.	332	X	X		x		x	X	X	x	x
121	Saviors Rd. & Elm St.	332				x		OFF				x
122	Saviors Rd. & Hill St.	332				x		x				

123	Saviers Rd. & Hueneme Rd.	332				x		x	x	X	x	
124	Saviers Rd. & Laurel St.	332				x		x				x
125	Saviers Rd. & Yucca St.	332				x		x				x
126	Southampton Pl. & 5th St.	332				x		x				
127	Town Center & The Landing	332					x	x				x
128	Ventura Rd. & 2nd St.	332				x		N/A				
129	Ventura Rd. & 5th St.	332				x		x				
130	Ventura Rd. & 7th St.	332				x		x				
131	Ventura Rd. & 9th St.	332				x		x				
132	Ventura Rd. & Bay Blvd.	332				x		x				
133	Ventura Rd. & Bevra Ave.	332			x			x				x
134	Ventura Rd. & Channel Islands Blvd.	332				x		x				x
135	Ventura Rd. & Devonshire Dr.	332				x		x	X	X		
136	Ventura Rd. & Doris Ave.	332				x		x				
137	Ventura Rd. & Gonzales Rd.	332	X	X		x		OFF			x	x
138	Ventura Rd. & Hemlock St.	332				x		OFF			x	x
139	Ventura Rd. & Hill St.	332				x		x				
140	Ventura Rd. & Holly Ave.	332				x		x				x

141	Ventura Rd. & Ivywood Dr.	332				x		x				
142	Ventura Rd. & Stone Creek Dr.	332				x		x	X	X		x
143	Ventura Rd. & Town Center Dr.	332				x		x				x
144	Ventura Rd. & Vineyard Ave.	332				x		x				x
145	Ventura Rd. & Wagon Wheel Rd.	332				x		x				
146	Ventura Rd. & Wooley Rd.	332	X	X		x		x				
147	Victoria Ave. & 5th St.	332				x		x				
148	Victoria Ave. & Channel Islands Blvd.	332				x		x				x
149	Victoria Ave. & Curlew Way	332			x			x				
150	Victoria Ave. & Doris Ave.	332				x		x	X	X		
151	Victoria Ave. & Gonzales Rd.	332				x		OFF				x
152	Victoria Ave. & Gum Tree St.	332				x		x				x
153	Victoria Ave. & Hemlock St.	332				x		OFF				x
154	Victoria Ave. & Ketch Ave.	332				x		x				
155	Victoria Ave. & Leeward Way	332				x		x				
156	Victoria Ave. & Wooley Rd.	332				x		x				
157	Vineyard Ave. & Esplanade Dr.	332				x		x				
158	Vineyard Ave. & H St.	332			x			x	X	X		

159	Wooley Rd. & Commercial Ave.	332				x		x				
160	Wooley Rd. & J St.	332				x		x	X	X		
161	Wooley Rd. & Offshore Dr.	332			x			x				
162	Wooley Rd. & Pacific Ave.	332				x		OFF				
	Yucca St. & J St. Luminaires only (no meter)											
	Rose Ave. & Sorroco Way Luminaire only											
	Oxnard Blvd.& Esplanade Roadway luminaires											
	x = CCTV not connected to TMC											
	x = Scheduled for FleX Upgrade											
	x= Video Detection not connected to TMC											

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT)

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.

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;

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;"

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.

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.

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.

1. 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

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.

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).**

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.

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.

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.

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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-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$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 [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; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant 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

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

SUBMIT IN DUPLICATE

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

PRODUCER _____

Telephone: _____

NAMED INSURED _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ 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

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

COVERAGES

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐ _____

☐ _____

LIABILITY LIMITS IN THOUSANDS \$

EACH
OCCURRENCE

AGGREGATE

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____

Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City") PRODUCER		SUBMIT IN DUPLICATE			
Telephone: NAMED INSURED		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 2px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table> POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
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 Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____			

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

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 trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor 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, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, 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, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor 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, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor 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, Vendor must immediately notify City.
8. Vendor 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. Vendor 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. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor’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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor 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 Vendor, 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 Vendor under this Section shall survive Agreement termination.



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: May 16, 2023

TO: City Council

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

SUBJECT: Adoption of the Fiscal Year 2023-2024 Annual Action Plan and amended Oxnard Citizen Participation Plan. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan with funding recommendations and the amended Oxnard Citizen Participation Plan;
2. Approve the fiscal year 2023-2024 Annual Action Plan with the recommended use of funds for selected activities that conform with the City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan;
3. Approve the updated changes in the amended Oxnard Citizen Participation Plan;
4. Authorize the City Manager, and his designees, to incorporate the final grant allocations into the 2023 Annual Action Plan, and authorize the budget appropriations to fund the administration, and projects, including the ability to increase or decrease project funding by ten percent or up to the administrative amount allowed of the administering staff, whichever is greater;
5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from the public input to the fiscal year 2023-2024 Annual Action Plan and the amended Oxnard Citizen Participation Plan, as directed by the City Council, including the authorization of funding appropriations and revenue or expenditure budget changes, up to ten percent of each grant;
6. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2023-2024 Annual Action Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development; and
7. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Annual Action Plan including sub recipients, interdepartmental, and intradepartmental agreements.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DoJkJWv72sE>

BACKGROUND

The City of Oxnard receives entitlement grant funding, from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and HEARTH Emergency Solutions Grant (HESG) programs. To receive these entitlement grants the City of Oxnard must prepare, submit, and receive approval of a five-year Consolidated Plan, Annual Action Plan and Analysis of

Impediments to Fair Housing.

The fiscal year 2023-2024 Annual Action Plan must be approved before entitlement grant funds are received. The local procedures to approve these documents are set forth in the Citizen Participation Plan.

DISCUSSION

HUD's Formula Grant Programs

Community Development Block Grant (CDBG) is able to provide funding for activities such as neighborhood park improvements, street improvements, facility improvements, homeownership assistance, owner-occupied mobile home rehabilitation, housing rehabilitation and public service activities that benefit low and moderate-income residents.

HOME funding has provided low- and moderate-income families with down payment assistance, allowing them to become first-time homeowners, and has provided funding for the rehabilitation of single family and mobile home units. Other uses of HOME funds include the construction of new for sale or rental affordable housing units.

HEARTH Emergency Solutions Grant (ESG) funding provides funding for homeless programs through the following program areas: Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-housing, Housing Relocation and Stabilization Services, Rental Assistance, the Homeless Management Information System, a data system that documents and tracks persons served by local programs.

Fourth Year Annual Action Plan

This is the Fourth Year Annual Action Plan of the five (5) year Regional Consolidated Plan. Each year, the City of Oxnard must submit an Annual Action Plan which serves as an application for its three entitlements grant programs: CDBG, HESG and HOME. The Annual Action Plan identifies specific activities, goals and funding allocations for the program year. HUD requires that grantees provide opportunities for the public to participate in the development of the Annual Action Plans. Community involvement is a key component of the preparation of the Annual Action Plan. Community meetings were held in January and February 2023, and a Resident Input of Community Need survey was released in English and Spanish.

The City of Oxnard Citizen's Participation Plan requires conducting two public hearings per year to receive resident and stakeholder comments relating to the unmet needs of low- and moderate-income persons residing in the City of Oxnard. Topics of discussion includes: affordable housing, economic development, public services and homelessness. The Annual Action Plan draft includes project proposals and funding recommendations for Council's consideration. On February 14, 2023, the first public hearing was held in Council Chambers for the 2023-2024 Annual Action Plan to obtain public input on unmet needs of low- and moderate-income persons in the areas of housing, community development and homelessness. An addendum to the December 9, 2022 public notice was published in the VIDA Newspaper on January 12, 2023 in Spanish and English.

The third public hearing to be held at Council Chambers is scheduled for May 16, 2023. This public hearing will provide further opportunity for the City Council and the public to consider the funding recommendations and to receive public comments for the 2023 Annual Action Plan draft. The Plan Year 2023 Annual Action Plan was made available to the public for a 30-day review period beginning April 14, 2023 and ending on May 16, 2023. Notice of the Public Hearing date was published in the VIDA Newspaper on April 13, 2023 in Spanish and English. The draft of the Annual Action Plan and the amended Oxnard Citizen Participation Plan are available electronically on the City of Oxnard Housing Department, Grants Management website.

The Housing Department issued a Notice of Funding Availability (NOFA) announcing the availability of fiscal year 2023-2024 entitlement grant funding in January of 2023. The NOFA invites non-profit providers, and City departments, to apply for a portion of the City's CDBG, HOME, or HESG funding for an activity or service that primarily benefits low- and moderate-income persons. In order to apply, service providers must attend a mandatory workshop. Grant Application Workshops were held to provide training and information of the availability of grant funding for eligible programs for interested parties. Applications were received January 11, 2023 through February 13, 2023.

The City received an award of \$2,213,917 in Community Development Block Grant funds, \$768,867 in HOME Investment Partnerships Program funds and \$207,883 in HEARTH Emergency Solutions Grant funds; a total of \$3,190,667 in entitlement grants from HUD in fiscal year 2023-2024. In addition, the Housing Department estimates program income in the amount of \$100,000 for CDBG programs, and \$100,000 for HOME programs that will increase the total estimated available resources to \$3,390,667. The funding recommendations will include estimated program income and grant funding cap requirements.

Through the application process the City received twenty (20) grant applications. Fifteen (15) CDBG application: Four (4) under the public improvement and other programs category and eleven (11) public service applications. In addition, five (5) HESG applications were received for fiscal year 2023-2024. The City Council will accept and utilize the HOME funds for the 2023-2024 Annual Action Plan. Out of the twenty (20) CDBG applications submitted, thirteen (13) applications were recommended for funding. See Attachment 1 for the breakdown of Action Plan Funding Recommendations. The CDBG recommended funding for public service activities consist of senior services, youth services, health services, mental health services, housing services and homeless programs to assist low- and moderate-income residents of Oxnard. The CDBG recommended funding for the public improvement and other programs category consists of homeownership down payment assistance for low-and moderate-income housing; park and neighborhood improvement for low- and moderate-income area in Oxnard.

The five (5) HESG applications were submitted. Four (4) applications were recommended for funding for the HESG activities: Emergency Shelter, Street Outreach and Rapid Rehousing.

The complete list of the funding recommendations is included in Attachment 1, fiscal year 2023-2024 Annual Action Plan Funding Recommendation.

Citizen Participation Plan Amendment

The U.S. Department of Housing & Urban Development (HUD) requires that Grantees provide opportunities for the public to comment on the Action Plans submitted to HUD annually. The plan must provide a summary of citizen comments or views on the plan, a written explanation of comments not accepted and the reasons why these comments were not accepted. In accordance with HUD's regulatory requirement, the City of Oxnard City Council approved the last Citizen Participation Plan on July 10, 2018, in addition to a 2020 addendum, adopted October 6, 2020, that included the recent CARES Act funds and its citizen participation requirements.

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

Drafted changes to the Plan include amending the City's thresholds that constitute a substantial change that reflects closer funding permissions to what the City of Oxnard has in place. The previous plan required returning to Council with lower funding permissions that would not otherwise go to Council if not for this plan. Specific changes include allowing for the City Manager budget and program changes under \$200,000, and the Housing Director to authorize budget and program changes under \$100,000 for CDBG and HOME, and \$50,000 for changes to ESG projects. A new section was included to provide citizen participation needs for emergency responses and federal funding sources to address emergencies. See Attachment 3, Oxnard Citizen Participation Amendment Draft, for the proposed changes.

Committee Outcome

During the April 25, 2023 Community Services, Public Safety, Housing and Development Committee meeting, questions were raised on the applications that were not recommended by staff for funding. Three projects were not recommended; The Kingdom Shelter's Gabriel's House, who submitted a letter of appeal to the City petitioning the recommendation, California Lutheran University's Affordable Mental Health Services program, and People's Self-Help Housing Corporation's Cypress Place at Garden City. There was one application deemed incomplete – WeeCare, Inc.'s – Business Operation and Optimization Support Tools (BOOST), therefore the application could not be considered.

Council and Committee Member Oscar Madrigal asked for more information about why these applications were not being considered. The Director of Housing responded that the CDBG program was not intended to fund projects for long-term sustainability of any organization, rather the funding is meant to assist in an interim manner to address current needs and priorities of the community. The Kingdom Center has been funded for over eleven years and the review committee felt that there were new projects that could use the funding.

People's Self Help development project no longer needs the funding as the project is fully funded.

California Lutheran University's Affordable Mental Health Services was a larger organization in comparison to the other applications and it was determined that there were other smaller organizations that may have a higher need may not have access to other funding sources at the level that Cal Lutheran might be able to.

Mayor and Committee Member John Zaragoza asked how the City of Oxnard solicits applications. The Director of Housing described the process beginning with community participation meetings six months in advance of when the Annual Action Plan is due, where staff asks for resident input and community priorities. The next step is to allow organizations to apply for funding. Staff then vets out the applications for eligibility and holds internal meetings to discuss the applications and the available budget to fund the projects.

Mayor Zaragoza also asked about the committee reviews the applications. Director Ramirez stated that the staff reviews the applications, specifically the grants team and the Director.

Director of Housing also addressed the new projects staff recommends funding. Two are from the Oxnard Housing Authority to support the lease up of housing choice vouchers for homeless families and the most vulnerable. Another new project is the development of a new pocket park between the Central Terrace and Aspire affordable housing developments (meta street/sixth street) and set aside funding for the Housing Department to support neighborhood improvement projects as they become available during the fiscal year.

CONCLUSION

The fiscal year 2023-2024 Annual Action Plan and amended Oxnard Citizen Participation Plan have been posted for public review with the scheduled May 16, 2023 public hearing, for the purpose of providing members of the public with the opportunity to comment. The full reports are accessible at City of Oxnard Housing Department, Grants Management Website: <https://www.oxnard.org/city-department/housing/grants-management/>.

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

The fiscal year 2023-2024 Annual Action Plan outlines how the City of Oxnard plans to allocate its three entitlement grant programs, CDBG, HOME, and HESG, for the FY 2023-2024 budget. This includes the 2023 HUD grant allocations estimate of \$2,313,917 in CDBG, \$768,867 for HOME, and \$207,883 for HESG. FY 2023-24 program income is estimated at \$100,000 for CDBG program and \$100,000 for HOME program. The grand total of available resources is estimated at \$3,390,667. Any personnel or other administrative amounts in excess of the CDBG and HESG allowable admin amounts will be included in the FY2023-2024 recommended budget in the General Fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. 2023 Annual Action Plan Funding Recommendations
2. 2023 Annual Action Plan Draft
3. Oxnard Citizen Participation Amendment Draft
4. PowerPoint Presentation

CITY OF OXNARD

2023 ANNUAL ACTION PLAN (AAP)

FUNDING RECOMMENDATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG AVAILABLE RESOURCES

HUD CDBG Allocation (ESTIMATE)	\$ 2,213,917
Program Income	\$ 100,000
<u>TOTAL CDBG GRANT RESOURCES</u>	\$ 2,313,917

CDBG EXPENDITURES

RECIPIENT DEPT/DIV-ORGANIZATION

PROGRAM NAME

ADMINISTRATION - not more than 20%

Housing Department-Grants Management	CDBG Administration & Planning	\$ 462,783
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PUBLIC SERVICES - not more than 15%

Livingston Memorial Visiting Nurses Association	Subsidized Care Program	\$ 8,000
Oxnard Housing Authority	Housing Supportive Services	\$ 73,000
Oxnard Housing Authority	Senior Supportive Services	\$ 36,000
Oxnard Recreation Department	Colonia Memorial Park Veterans Gym	\$ 48,000
Oxnard Recreation Department	Southwinds Youth Center	\$ 31,000
Oxnard Recreation Department	Police Activities League - PAL	\$ 45,087
Oxnard Recreation Department	Palm Vista Senior Center	\$ 31,000
Shelter Care Resources	Foundation First	\$ 20,000
Oxnard Performing Arts Center Corporation	Creative Youth Development	\$ 20,000
	Our Place Safe Haven: Emergency Shelter and	
Turning Point Foundation	Multi-service Navigation Center	\$ 35,000
<i>Total Public Services Projects</i>		\$ 347,087

PUBLIC IMPROVEMENTS & OTHER CITY PROGRAMS

Oxnard Housing & Redevelopment	Neighborhood Improvement Projects	\$ 764,387
Many Mansions	Aspire Pocket Park	\$ 489,660
Ventura County Community Development Corporation (VCCDC)	Hope to Home Down Payment Assistance	\$ 250,000
<i>Total Public Improvements & Other City Programs</i>		\$ 1,504,047

TOTAL CDBG GRANT EXPENDITURES	\$ 2,313,917
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HEARTH EMERGENCY SOLUTIONS GRANT (HESG)**HESG AVAILABLE RESOURCES**

HUD HESG Allocation (ESTIMATE)	\$	207,883
<u>TOTAL HESG GRANT RESOURCES</u>		\$ 207,883

RECIPIENT DEPT/DIV-ORGANIZATION**PROGRAM NAME**

Housing Department-Homeless	HESG Administration & Planning (7.5 %)	\$	15,591
Mercy House	Rapid Re-Housing	\$	58,500
United Way of Ventura County	Rapid Re-Housing	\$	24,792
The Salvation Army	Homeless Street Outreach	\$	63,000
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter	\$	46,000
<u>TOTAL HESG GRANT EXPENDITURES</u>		\$	207,883

HOME INVESTMENT PARTNERSHIP (HOME)**HOME Available Resources**

HUD HOME Allocation (ESTIMATE)	\$	768,867
Program Income	\$	100,000
<u>TOTAL HOME GRANT RESOURCES</u>		\$ 868,867

Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10 %)	\$	86,886
Oxnard Housing Department - AHRD	CHDO Set-Aside (15%)	\$	115,330
Oxnard Housing Department - AHRD	Affordable Housing Development Project	\$	666,651
<u>TOTAL HOME GRANT EXPENDITURES</u>		\$	868,867

ENTITLEMENTS GRAND TOTAL \$ 3,390,667

City of Oxnard

2023 Annual Action Plan

DRAFT

May 2023

Prepared by:
City of Oxnard – Housing Department – Grants Management
435 South D Street, Oxnard, California, 93030

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

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 2023.

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 2023 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 2023. The current AAP will cover the period of July 1, 2023 to June 30, 2024 (plan year 2023). 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 2023 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 2023 allocations are; Community Development Block Grant (CDBG) \$2,213,917 a decrease of 6.4%, HOME Investment Partnerships (HOME), \$768,867 a decrease of 10.1% and Hearth Emergency Solutions Grant (HESG), \$207,883 a decrease of 1.7%. Total HUD entitlement grant funds decreased by 7%, to \$3,190,667.

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:

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- 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 2021-22 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY 2023-24 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

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ConPlan. The goals and accomplishments for Plan year 2023 are summarized in the Annual Goals and Objectives AP-20 in the AAP.

Accomplishments achieved during the program year (PY) 2021 (July 1, 2021 through June 30, 2022) were evaluated in detail in the PY 2021 CAPER. The CAPER was completed and submitted to HUD on October 13, 2022. Due to COVID-19, programs had challenges during the pandemic to meet the annual goals in 2021-22.

Public Services actual accomplishments total was 8,271 persons. Homeless programs provided services to 917 homeless persons, senior programs provided services to 44 persons, youth services provided services to 1,180 persons, health services programs provided services to 49 persons, food pantry services provided services to 6,081 persons for Oxnard residents during FY 2021-22.

Public Improvements and Infrastructure activities included park improvements located in low- and moderate-income areas at Community Center East Park, Wilson Park and Pleasant Valley Park and homeless shelter building improvements for Oxnard residents city-wide.

CDBG funding was identified in FY 2021-22 for the outcome of Homeowner Rehabilitated which was not met due to the program not moving forward in the program year. Code compliance conducted 2,366 inspections in FY 2021-22.

Homelessness services funded by HESG provided 86 persons with emergency shelter services and 20 households were provided rapid rehousing services in Oxnard during FY 2021-22. Street Outreach is expected to move forward in FY 2022-23

The HOME funds provided 3 (three) down payment assistance loans to low- and moderate-income household Oxnard residents issued in FY 2021-22.

No rental units were constructed this year, however, there have been two projects selected for HOME commitment of funds that are scheduled to break ground in fiscal year 2022-23.

Within the CARES Act program, the Public Services accomplishments total 214 persons assisted within the CDBG-CV program. In Economic Development the Business Assistance program reported 1 (one) loan created in FY 2021-22. The Economic Development program continues to serve businesses in FY 2022-23. There were six CDBG -CV activities that completed in FY 2021-22 and five activities that did not move forward due to the inability to carry out their activities during COVID pandemic. The City has processed an amendment for the CDBG-CV balance of remaining funds in February 2023 in order to move forward with projects related to COVID-19.

CARES ACT ESG-CV, emergency shelter assisted 173 persons, street outreach program assisted 416 persons and 11 households (27 persons) were assisted with rapid rehousing in FY 2021-22. The ESG-CV funds will continue to assist homeless person in FY 2022-23.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

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As part of the AAP development, the City staff scheduled two public hearings: (1) February 14, 2023 and (2) May 16, 2023:

The Public Hearing-February 14, 2023 provided the opportunity for the public to comment on unmet community needs for FY 2023-24 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 60 emails and addresses consisting of organizations, service providers; Oxnard Wilson Senior Center-Special Population Services for persons with disabilities, Oxnard Housing Authority, Oxnard Senior Centers and cities within Ventura County and cities within Ventura County were 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 250 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building. The public comment period started December 9, 2022 and ended on February 14, 2023. During the public comment period there were no written public comments submitted and no verbal public comment was received during the public hearing.

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 instruction 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. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.

Second public hearing –May 16, 2023 - The public comment period started April 14, 2023 and will end on May 16, 2023. Comments will be updated after 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 Public Hearing: February 14, 2023

During the first Public Hearing, there was no verbal comments submitted. In addition, no written comments were submitted during the public comment period.

Second Public Hearing: May 16, 2023

Comments will be updated after the public hearing

6. Summary of comments or views not accepted and the reasons for not accepting them

During the first Public Hearing, all comments were accepted.

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During the second Public Hearing, all comments will be accepted.

7. Summary

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 in English and Spanish to more than 60 emails and addresses consisting of organizations, service providers; Oxnard Wilson Senior Center-Special Population Services for persons with disabilities, Oxnard Housing Authority, Multi Service Center-Resident Services in Oxnard Colonia neighborhood, Oxnard Senior Centers and cities within Ventura County. 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 250 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building.

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.

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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 implements and administers programs and activities under the Plan.

Consolidated Plan Public Contact Information

City of Oxnard
Housing Department
435 South D Street Oxnard CA 93030

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Phone: (805) 385-8096
E-mail: emilio.ramirez@oxnard.org

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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 services community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultation's 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 ; community meetings and public hearings to provide 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.

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(l))

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 2/14/23 and 5/16/2023, as prescribed in the Citizen Participation Plan.

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- Grants Management Division staff held four (4) community meetings on 1/19/23, 1/26/23, 2/2/23 and 2/8/23 to obtain input from the community.
- Grants Management Division staff held three (3) grant application workshops on 1/18/23, 1/25/23 and 2/1/23 to interested parties to submit an application for grant funding.
- Resident Input of Community Need Plan Year 2023 Survey was available on the Housing Department, Grants Management website from December 7, 2022 to May 16, 2023 and a survey flyer was distributed weekly in the city neighborhood newsletter.
- A community Fair Housing workshop, free to the public, was conducted by the Housing Rights Center seminar was scheduled for January 25, 2023 - Landlord and February 23, 2023-Tenants.
- 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;
- 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

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at risk of becoming homeless. 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 CoC Alliance, CoC Data Committee, and CoC Board.

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 Continuum of Care (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 2 – Agencies, groups, organizations who participated on next page.

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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

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	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	PEOPLE'S 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). In FY 2022-23 the City awarded this project \$1,600,000 in HOME funds for construction of this project. Expected to be completed in 2025.
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.

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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

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	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 2023. 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

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	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 2023 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

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	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 resolution 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.
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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 77 VASH vouchers, 46 Emergency Housing vouchers, 10 Family Unification vouchers and 40 Mainstream vouchers.
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	The City's Adopted Amended 2021-2022 6th cycle Housing Element was approved by City Council on October 4, 2022, and certified by HCD on Oct. 25, 2022, identifies and analyzes the current and future housing needs of residents within the City of Oxnard (City). This document 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.

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Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
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 2023 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 (SCS). The Housing Element is a planning document, requiring the City to plan for meeting the jurisdictions eight-year RHNA allocation. The Housing Element establishes local densities to achieve RHNA housing allocations, as well as Housing Element programs to achieve RHNA goals while meeting the City's approach at achieving SCAG's SCS's.

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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.

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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

The City of Oxnard follows the guidance established in the Oxnard Citizen Participation Plan (OCPD) approved on July 10, 2018, which updates the local procedures pursuant to the requirements of Title 24, CFR Section 91.105(a). The OCPD was amended to include the CARES Act Addendum on October 6, 2020.

The Oxnard Citizen Participation Plan sets forth the procedures for the development of the annual action plan, the consolidated plan, and any substantial amendments to these plans, as well as procedures for the preparation of the comprehensive annual performance and evaluation and the assessment of fair housing. (See Attachments: Grantee Unique Appendices)

The City of Oxnard encourages citizen participation by consulting with citizens, public service organizations, City staff and allows public comments and public input throughout the development process of the plans addressed in the citizen participation plan. City of Oxnard provides assistance to citizens that are unable to speak English, minorities and those with disabilities to participate in the process of developing the plans addressed in the citizen participation plan. The 2023 AAP was developed in conjunction with residents and organizations through a public participation process that included workshops and public hearings conducted by City staff:

- 1) Two public hearings were held; the first public hearing, 2/14/2023 and the final public hearing, 5/16/2023 were before City of Oxnard City Council where citizen's public comments were allowed are required by the citizen participation plan;
- 2) Four community meetings were held by Housing Department staff; the community meetings were on 1/19/23, 1/26/23, 2/2/23 and 2/8/23 to obtain input from the community;
- 3) Three workshops for CDBG, HOME and HESG programs conducted by Housing Department staff, followed up by multiple consultations, as well as, providing technical assistance to the community and agencies (service providers) through emails, phone conversations, and meeting; the community meeting were held on 1/18/23, 1/25/23 and 2/1/23;
- 4) All applications for funding were reviewed by Housing - Grants Management staff for eligibility and grants compliance and then forwarded to management;
- 5) Meetings are conducted by Housing – Grant management staff for sub-recipients' awardees;

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6) Other workshops and meetings were handled by Affordable Housing staff and Fair Housing staff;

7) Meetings attended and participated by Homeless Assistance Program staff related to CoC and Emergency Solutions Grant

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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	Public Hearing occurred on February 21, 2023; Multiple persons attended the public hearing	1st Public Hearing- no written comment and no verbal comment was received.	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 December 8, 2023 and January 12, 2023; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents, 60 notices mailed out and emailed, 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	Community Meetings	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	2 people attended the community meeting. The community meetings were located at the Oxnard Public Library on 1/19/23, South Oxnard Center on 1/26/23, Community Room at Terraza De Las Cortes on 2/2/23 and a virtual meeting on 2/8/23.	Comments were City needs domestic violence-shelter and undocumented clients-indigenous shelters, housing supportive services. Homeless and Affordable Housing projects such as Homeless Engagement. Homeless encampment at Saviers & Channel Islands Blvd- South Oxnard. Install a bike path to Bubbling Springs follow railroad.	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)
4	Resident Survey	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	9 people submitted Resident surveys to provide needs in the community. Survey provided in English & Spanish.	Comments were youth programming from the city and parks; Affordable Housing and homeless services with counseling; Homeless encampments need to be cleaned up and help those access rehabilitation services; and Marina West Park playground needs to be updated with new playground equipment.	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)
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 16, 2023	2nd Public Hearing comments - comments will be updated after the public hearing	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 13, 2023; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents, 60 notices mailed out and emailed, and Notices were posted on the City of Oxnard website both in Spanish and English.	Comments will be updated	Comments will be updated	NA
7	Internet Outreach	Non-targeted/broad community	Not Measured	No comments received	No Comments Received	https://www.oxnard.org/city-department/housing/grants-management/

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In Plan year 2023, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,213,917, HOME \$768,867 and HESG \$207,883, a total of \$3,190,667 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 2023 Plan year to \$3,390,667. 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 2023 AAP.

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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	2,213,917	100,000	0	2,313,917	3,011,129	Block grant from HUD to address housing, community development, and economic development needs. 2023 CDBG Allocation and Program income is \$2,313,917 available resources from CDBG Plan year 2023. 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 \$462,783 and (2) Public Services up to 15%, or \$347,087. The 2023 balance of 1,504,047 will be distributed as Public Improvements & Other Programs as detailed by the City during the AAP process.

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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	768,867	100,000	0	868,867	567,301	Grant from HUD to address affordable housing needs. In plan year 2023, HOME Allocation is \$768,867 and expected program income is \$100,000; total of \$868,867. Uses of funds are; (1) Administration - no more than 10% or \$86,886 and (2) CHDO Set Asides - at 15% or \$115,330. In addition, \$666,651 is available for housing development. In addition to the CHDO set-aside.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	207,883	0	0	207,883	201,814	Grant from HUD to address needs and services for homeless persons or persons at risk of becoming homeless. Plan year 2023 Available resources for HESG is \$207,883. 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 \$15,591 and (2) Emergency Shelter and Street Outreach cost is no more than 60%, or \$124,729. The 2023 balance of \$67,563 will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities 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: \$		
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 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

CDBG funds are leveraged, although not required, 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 matched dollar for dollar 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. HESG funds are matched dollar for dollar by Subrecipients. The city matches for the Administration portion only. Per HOME requirements, the HOME funds are matched at a greater than 25% level by recipients of HOME funds, city, and other participants.

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If appropriate, describe publicly 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 2023 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.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information Table 2 – Goals Summary

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 Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Disaster Planning and Recovery	CDBG: \$317,00 HOME: \$781,981	Rental units constructed: 5 Household Housing Unit Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted; 100 persons assisted
2	Enhance Economic Stability	2020	2024	Non-Housing Community Development		Increase Job Skills Facade Improvements Local Entrepreneurship	CDBG: \$0	Businesses assisted: 0 Businesses Assisted

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3	Increase Social Services	2020	2024	Non-Homeless Special Needs	NA	Housing Support and Stability Assistance for Senior Residents Social Services Youth Activities and Services Disaster Planning and Recovery	CDBG: \$280,087	Public service activities other than Low/Moderate Income Housing Benefit: 1,025 Persons Assisted
4	Work to End Homelessness	2020	2024	Homeless	NA	Homelessness	ESG: \$207,883	Tenant-based rental assistance / Rapid Rehousing: 15; Households Assisted Homeless Person Overnight Shelter: 10 Persons Assisted Other: 150 Other

5	Create Quality Neighborhoods	2020	2024	Non-Housing Community Development	NA	Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$1,254,047	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 11,000 Persons Assisted
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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: \$462,783 HOME: \$86,886	Other: 0 Other
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Goal Descriptions

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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.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable

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housing as defined by HOME 91.215(b)

It is estimated that the jurisdiction will provide affordable housing to a total of 15 low- and moderate- income families. This includes 10 household under homeownership assistance program and 5 households under the Affordable Housing Units/CHDO Set-Aside funds.

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Projects

AP-35 Projects – 91.220(d)

Introduction

These are 2023 Plan year Projects designed to accomplish the goals and objectives of the 2023 AAP. The 2023 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	HOUSING SUPPORT AND STABILITY
4	ASSISTANCE FOR SENIOR RESIDENTS
5	OTHER PUBLIC SERVICES
6	YOUTH ACTIVITIES AND SERVICES
7	HOMELESS ASSISTANCE
8	PARKS AND COMMUNITY SPACE
9	PUBLIC IMPROVEMENT & INFRASTRUCTURE
10	ADMINISTRATION

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.

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AP-38 Project Summary
Project Summary Information

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1	Project Name	NEW RENTAL HOUSING
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing
	Funding	HOME: \$781,981
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	5 LOW INCOME HOUSEHOLDS
	Location Description	CITY OF OXNARD, CALIFORNIA
2	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF AT LEAST 5 HOUSING UNITS FOR LOW INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$115,330
	Project Name	HOMEOWNERSHIP OPPORTUNITIES
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Homeownership Opportunities
	Funding	CDBG: \$250,000
	Description	DOWN PAYMENT ASSISTANCE
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	10 HOUSEHOLD HOUSING UNIT

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	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	HOUSING SUPPORT AND STABILITY
	Target Area	NA
	Goals Supported	Supportive Housing Services
	Needs Addressed	Housing Support and Stability
	Funding	CDBG: \$67,000
	Description	HOUSING SUPPORT SERVICES
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	100 PERSONS WILL BE ASSISTED
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD AND LOW- AND MODERATE INCOME AREAS
4	Planned Activities	OXNARD HOUSING AUTHORITY WILL PROVIDE HOUSING SUPPORTIVE SERVICES FOR LOW- AND MODERATE-INCOME PERSONS
	Project Name	ASSISTANCE FOR SENIOR RESIDENTS
	Target Area	
	Goals Supported	INCREASE SOCIAL SERVICES
	Needs Addressed	ASSISTANCE FOR SENIOR RESIDENTS
	Funding	CDBG: \$70,000
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2023 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE

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	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	75 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) ASSISTING WITH SENIOR SERVICES NEEDS BY OXNARD HOUSING AUTHORITY AND CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER
5	Project Name	OTHER PUBLIC SERVICES
	Target Area	
	Goals Supported	INCREASE SOCIAL SERVICES
	Needs Addressed	SOCIAL SERVICES
	Funding	CDBG: \$63,000
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2023 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR HOMELESS SERVICES AND HEALTH CARE SERVICES.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	25 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES, 25 PERSONS WILL BE ASSISTED WITH MENTAL HEALTH SERVICES, AND 400 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 TURNING POINT FOUNDATION, 2) HOMELESS SERVICES BY SHELTER CARE RESOURCES, AND, 3) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION
6	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	
	Goals Supported	INCREASE SOCIAL SERVICES

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	Needs Addressed	YOUTH ACTIVITIES AND SERVICES
	Funding	CDBG: \$144,087
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2023 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW- AND MODERATE- INCOME HOUSEHOLDS.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	500 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
7	Project Name	HOMELESS ASSISTANCE
	Target Area	
	Goals Supported	WORK TO END HOMELESSNESS
	Needs Addressed	HOMELESSNESS
	Funding	HESG: \$207,883
	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 \$124,729. ADMINISTRATION AND PLANNING COST SUBJECT TO CAPS (7.5% OF ALLOCATION), ESTIMATED \$15,591. 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	6/30/2024

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	Estimate the number and type of families that will benefit from the proposed activities	TURNING POINT FOUNDATION WILL PROVIDE EMERGENCY SHELTER TO 10 INDIVIDUALS; THE SALVATION ARMY WILL PROVIDE STREET OUTREACH TO 150 INDIVIDUALS; MERCY HOUSE WILL PROVIDE RAPID REHOUSING TO 7 HOUSEHOLDS; UNITED WAY OF VENTURA COUNTY WILL PROVIDE RAPID REHOUSING TO 8 HOUSEHOLDS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1)TURNING POINT FOUNDATION WILL PROVIDE EMERGENCY SHELTER, 2) STREET OUTREACH WILL BE PROVIDED BY THE SALVATION ARMY, 3) MERCY HOUSE WILL PROVIDE RAPID REHOUSING, 4) UNITED WAY OF VENTURA COUNTY WILL PROVIDE RAPID REHOUSING AND 5) CITY OF OXNARD WILL PROVIDE ADMINISTRATION AND PLANNING
8	Project Name	PARKS AND COMMUNITY SPACE
	Target Area	
	Goals Supported	CREATE QUALITY NEIGHBORHOODS
	Needs Addressed	PARKS AND COMMUNITY SPACE
	Funding	CDBG: \$489,660
	Description	PUBLIC IMPROVEMENTS OF A PUBLIC PARK AND COMMUNITY SPACE WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR A PUBLIC PARK IN LOW-MOD CENSUS TRACT NEIGHBORHOOD, ESTIMATED AT 1,085 PERSONS
	Location Description	LOW AND MODERATE INCOME AREAS
	Planned Activities	MANY MANSIONS WILL DEVELOP ASPIRE POCKET PARK IN A LOW- AND MODERATE AREA IN OXNARD
9	Project Name	PUBLIC FACILITY & IMPROVEMENT
	Target Area	NA
	Goals Supported	CREATE QUALITY NEIGHBORHOODS
	Needs Addressed	PUBLIC FACILITY & IMPROVEMENTS

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	Funding	CDBG: \$764,387
	Description	NEIGHBORHOOD IMPROVEMENTS WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR A NEIGHBORHOOD IMPROVEMENT IN LOW-MOD CENSUS TRACT NEIGHBORHOOD, ESTIMATED AT 10,000 PERSONS
	Location Description	LOW AND MODERATE INCOME AREAS
	Planned Activities	NEIGHBORHOOD IMPROVEMENT IN LOW- AND MODERATE AREA IN OXNARD
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: \$462,783 HOME: \$86,886
	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	6/30/2024

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	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

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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. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). Also, the City will continue to assist the low- and moderate-income persons citywide with HOME and HESG funds. In PY 2023 the target areas are: (1) Citywide, with 55 percent of the total entitlement funds; and, (2) the LMA Census Tract, 45 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 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.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME funds will be used to provide gap-financing assistance for new construction of multi-family rental units for lower income households. The first phase of Cypress Place, a 90-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,600,000 in HOME funds for the construction of the 90 unit development and \$1,500,000 CDBG funds for construction of off-site improvements. Cypress Place will include 15 HOME assisted units and is estimated to be completed in 2025. The Etting Road Apartments, a 58-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,854,000 in HOME funds for construction of the 58 unit development. All 58 of the units developed in the Etting Road Apartments will be HOME assisted units and are estimated to be completed in 2025. Given that both of these developments are not expected to be completed until 2025 there are no HOME assisted units expected to be completed in FY 2023-2024. A total of 73 HOME assisted units are expected to be completed in 2025. The City will review new HOME funding applications submitted in FY 23-24 and estimates providing gap-financing for the construction of new housing that will result in at least 5 HOME assisted units. CDBG funds will be used to provide seven residential rehabilitation loans to eligible households.

The Ventura County Community Development Corporation (VCCDC) will utilize CDBG grants funds for affordable housing loans for down payment assistance for ten income eligible families in Oxnard. The City plans to leverage its Down Payment Assistance Program funding other available funding sources. The City will continue affordable housing loan programs, funded by the State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from the 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. 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

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One Year Goals for the Number of Households to be Supported	
Special-Needs	0
Total	15

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	0
Acquisition of Existing Units	10
Total	15

Table 7 - 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.

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AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,904 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 2023/24, the following capital improvement projects for public housing units are planned:

- CAL 31-5 Plaza Vista Elevator Improvements \$280,000
- CAL 31-8 Palm Vista Elevator Improvements \$280,000
- CAL 31-3 Colonia Village Alley Repair \$140,000

Total Planned projects for 2024 \$700,000

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.

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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 January 24 2023, the City of Oxnard participated as a city lead in participation with the Police Department's Homeless Liaison Unit.

The "Ventura County 2023 Homeless Count and Subpopulation Survey: Final Report", is expected to be published in the spring of 2023.

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. We expect to have numbers from the 2023 count this spring.

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. 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 the next calendar year 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

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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 County General Funds 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 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

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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 programs 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.

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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 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.

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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. Other obstacles include the following:

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,

The Credit Crisis. 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.

Per the regulation CFR 92.251 (a)(2)(vi), broadband infrastructure, the City incorporates this regulation into each HOME agreement to ensure federal compliance with this statute.

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. The City's Inclusionary Housing Program is one of forty-four programs identified in the City's 2021-2029 Housing Element identified to facilitate the construction of new affordable housing and to conserve and rehabilitate existing housing. To ensure that Oxnard has enough opportunity sites suitable for

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residential development and to meet the 2021-2029 RHNA affordable allocation of 2,911 lower income units, the City is relying on the following:

- The Affordable Housing (AH) additive zones (see Supplement 1) with an inventory of 2,466 units on sites
- 44 Vacant and Underutilized Sites (see Supplement 1)
- 224 units on Pending Specific Plans
- 165 units on Pending Annexations
- 490 Project Accessory Dwelling Units (ADUs)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2980 and 2999. The Inclusionary Housing Program, pursuant to Ordinance 2980, 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 adopted updated In-Lieu fees on June 2, 2020. 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 \$36,000 for each single-family home and \$35,000 for each multi-family for sale unit in the development. Thereafter, every July 1st these fees will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Rental Units: If the in-lieu request is granted, the developer is required to make a payment of \$28,000 for each multi-family rental unit in the development. Thereafter, every July 1st this fee will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

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 \$2.2 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

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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

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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; 4) Section 3 Compliance; 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).

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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 2022 CDBG funds for public services such as recreation programs for youth, homeless services, health services and senior services activities. The balance of the funds will be allocated to housing activities, economic development, down payment assistance 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

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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, 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 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.

- During the term of the loan, the homeowner must repay the loan if it is sold, transferred or

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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

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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

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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.

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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 meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established a 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 is 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

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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

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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.

Discussion

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the subrecipients 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 \$15,591 from the city's award, and 60%, or 124,729 for street outreach and emergency shelter for a total of \$140,320 for the cost categories indicated above. The remaining balance, a total of 32.5% or \$67,563 towards homeless prevention, rapid re-housing support and homeless management information system (HMIS).

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City of Oxnard Citizen Participation Plan

Amended May 16, 2023
CARES Act Addendum October 6, 2020

Prepared by:

City of Oxnard
Housing Department, Grants Management Division

435 South D Street, Oxnard, California, 93030
E-mail Address: grantsmanagement@oxnard.org



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I. Introduction

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

II. Purpose of the Citizen Participation Plan (CPP)

- A. The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).
- B. The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

III. Encouragement of Citizen Participation

- A. A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.
- B. The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

IV. Consolidated Plan and Annual Action Plan Preparation

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

The U.S. Department of Housing and Urban Development (HUD) requires communities receiving funds under the Community Planning and Development formula grant programs to submit a multi-year consolidated plan and annual action plan. The City of Oxnard, in partnership with the County of Ventura, Cities of Camarillo, Simi Valley, Thousand Oaks and Ventura, to create a 5-year regional consolidated plan.

The consolidated plan ~~establishes is a program and funding implementation plan combined in one document that states~~ the City of Oxnard's goals and objectives for housing and community planning and development. A community must have a consolidated plan and action plan both approved by HUD before expending funds under the grant programs Community Development Block Grant (CDBG), including activities under the Section 108 loan program, HEARTH Emergency Shelter Grants (HESG), and HOME Investment Partnerships (HOME).

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

V. Environmental Reviews

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

VI. Citizen Participation for Section 108 Loan Guarantee Program

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

1. The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds.

Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).

2. The City will also publish a public notice which will include its proposed application providing citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.
3. A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected. Citizens will have up to 30 calendar days, plus the day of the public hearing, to comment.
4. Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

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

- A. The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.
- B. The City has determined that an AFH/AI revision is necessary when:
 1. The material change in circumstances affects the information on which the AFH/AI is based;
 2. The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

- C. The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:
1. Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
 2. Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
 3. Advertisement of the availability of the proposed change on the City's website;
 4. Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or
 5. Holding meetings with citizens' advisory groups within the area affected by the significant revision.
- D. Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

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

- A. The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to ensure that mobility, visual or hearing impairments shall be accommodated.
- B. To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to the [to Housing Department, Grants Management Division City Clerk's Office](#).

IX. Public Outreach and Access

- A. The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community based organizations, faith based organizations, philanthropic organizations, businesses and developers.

- B. Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.
- C. Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).
- D. Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), the presidents of the public housing tenant advisory councils.

X. Funding Recommendations

- A. Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:
 - 1. Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
 - 2. Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.
- B. A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations or on social media. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.
- C. The Consolidated Plan and/or Annual Action Plan and the activities to be funded shall be made available on the City's Housing Department, Grants Management web page.
- D. The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD.

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

XI. Displacement of Persons

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

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

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

XII. Public Hearings

- A. The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low and moderate-income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.
- B. The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.
- C. The first hearing may be held in facilities in or adjacent to low-moderate-income neighborhoods or City Council Chambers. The purpose of the initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. ~~This meeting is mandatory for all applicants recommended for funding.~~
- D. An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

- E. The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers. Should an in-person meeting be infeasible, the City's meeting guidelines will be followed.
- F. The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations and/or social media, as appropriate, and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, subrecipients and other interested parties in the City of Oxnard.

XIII. Technical Assistance

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

XIV. Amendments to the Plan

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

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

B. Amendments will be considered substantial changes and require official action if:

1. Grant funds are allocated to a new activity for the first time;
2. A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, either more than 10 percent or more than \$200,000 ~~\$100,000~~ in CDBG or HOME funding, whichever greater, or more ~~\$530,000~~ \$100,000 in ESG funding; or if,
3. A change of more than 1025 percent of an annual grant ~~amount;~~ amount; or

4. ~~A funded activity is cancelled during the program year.~~

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

D. Reallocation of funding among program years is not considered a substantial change, if considered less than substantial as described in the amounts above.

E. Program income will be allocated with the Annual Action Plan and with HUD requirements. If program income received is greater or less than the projected amount, approved annual amount it will be adjusted and used accordingly, and reported in both the year's CAPER and the subsequent Annual Action Plan ~~cause for an amendment or an increase to funds available in subsequent year as to how it was used or the planned use for the following year.~~

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

G. Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on the City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption. Less than substantial amendments will be adjusted by city management according to their funding approval levels and may not be presented to City Council, as they are considered administrative adjustments that do not meet the fiscal threshold that requires Council approval.

XV. Consolidated Annual Performance and Evaluation Report (CAPER)

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

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

XVI. Availability of Documents

- A. The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.
- B. The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during working hours.

XVII. Citizen Participation Coordinator

- A. The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.
- B. The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

XVIII. Comments and Complaints

- A. The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.
- B. A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.
- C. The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- D. Written comments, complaints and/or grievances can be submitted to the Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

XIX. Contingency Plan in the Event of an Emergency/Disaster

- A. In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to the number of ten calendar days provided by the most stringent requirement within the local, state or federal statute provided during the time of the event.
- B. Reprogramming of funds in the event of such an emergency will require approval by the City Council-highest official, per City policies as described in the Code of Ordinances, Section 6,

Emergency Organization and Functions, and Unfair Pricing. w~~When~~ emergency decisions require Council approval, the proposed reprogram of funds will be presented when Council~~they~~ is in session, or ratification of the reallocation when the City of Council is in recess. If an accelerated emergency occurs, the most stringent approval requirement within the local, state, or federal statute will be followed.

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

A. POLICY STATEMENT

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

B. DEFINITIONS

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

C. PLANNING PROCESS FOR CONSOLIDATED PLAN DOCUMENTS

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

D. MEETINGS AND HEARINGS

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

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018
4. CARES Act Addendum approved by City Council on October 6, 2020
5. Amended CPP adopted by City Council on May 16, 2023 (Pending)

Appendix A
CARES ACT
HUD Waivers
Applicable to Citizen Participation
Plan

CARES ACT HUD Waivers Applicable to Citizen Participation Plan

CONSOLIDATED PLAN REQUIREMENTS

1. Citizen Participation Public Comment Period for Consolidated Plan

Amendment Requirement: 30-day Public Comment Period.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments.

Justification: Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds.

Applicability: This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

2. Citizen Participation Reasonable Notice and Opportunity to

Comment Requirement: Reasonable Notice and Opportunity to Comment.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial

amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

Justification: HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

Applicability: This authority is in effect through the end of the 2020 program year.

2023 ANNUAL ACTION PLAN

OXNARD CITIZEN PARTICIPATION PLAN AMENDMENT

Emilio Ramirez, Director
Housing Department

City Council
May 16, 2023

HUD ENTITLEMENT PROGRAMS - BACKGROUND

CDBG



Community Development Block Grant
Building Better Neighborhoods



Home Investment Partnerships
Program



Emergency Solutions Grant

BACKGROUND

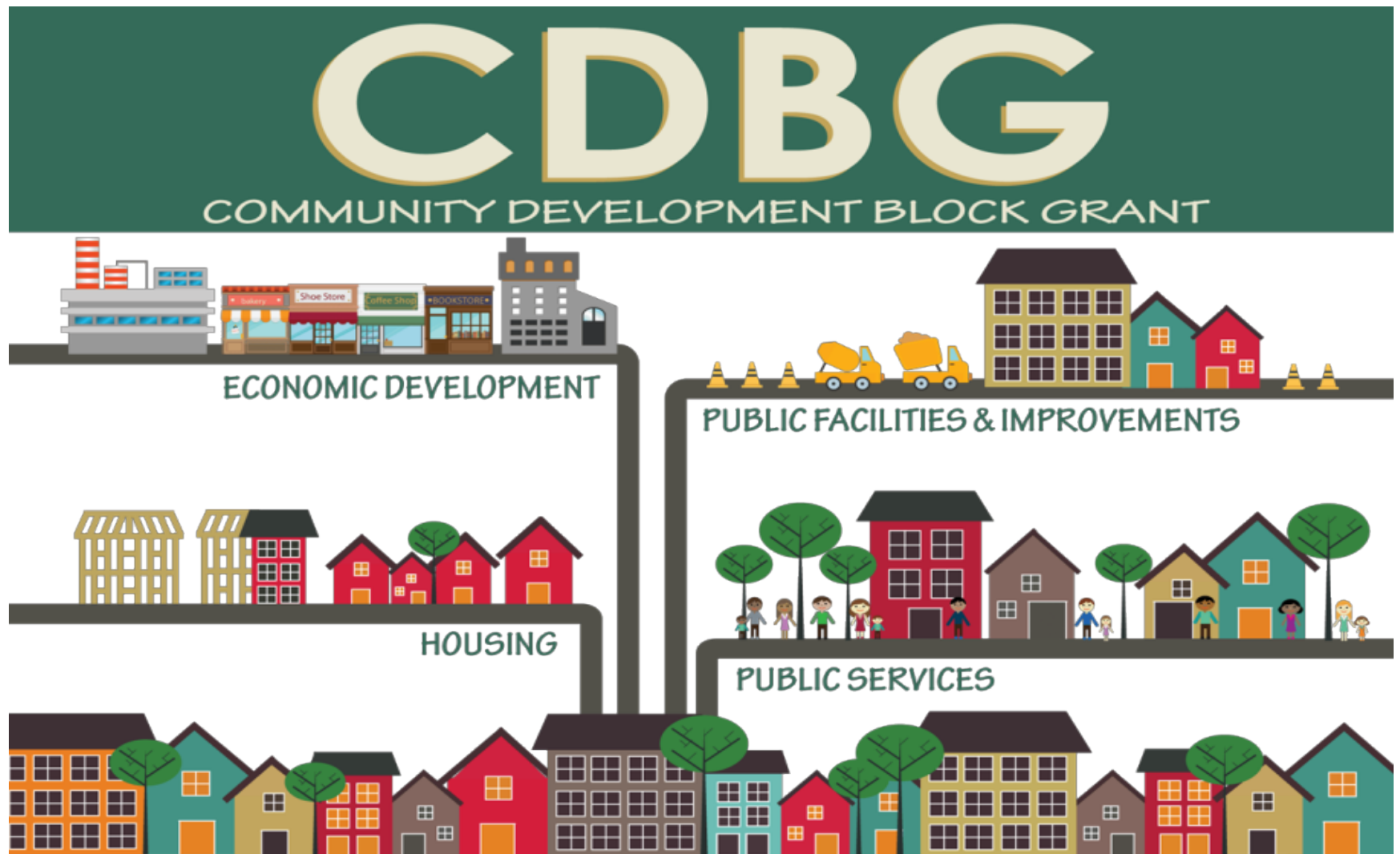


In order to receive CDBG, HESG, & HOME Entitlement, the City must:

1. Have a 5-Year Consolidated Plan & Analysis of Impediments
2. Submit subsequent Annual Action Plans, and,
3. Receive HUD approval of both plans



COMMUNITY DEVELOPMENT BLOCK GRANT



ANNUAL ACTION PLAN

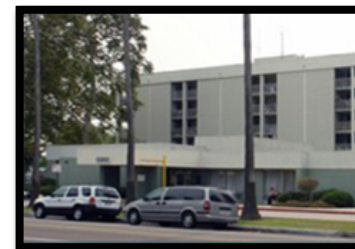
<u>CDBG Categories</u>	<u>FY 2023-2024 Requested</u>	<u>FY 2023-2024 Recommended</u>
<u>Administration</u>	\$ 462,783	\$ 462,783
<u>Public Services</u>		
Livingston Memorial Visiting Nurses	\$ 20,000	\$ 8,000
Oxnard Performing Arts Center Corporation-Creative Youth Development	\$ 20,000	\$ 20,000
Oxnard Recreation-Colonia Memorial Park Veterans Gym	\$ 100,000	\$ 48,000

ANNUAL ACTION PLAN

<u>Public Services Continued</u>	<u>FY 2032-2024 Requested</u>	<u>FY 2023-2024 Recommended</u>
Oxnard Recreation Police Activities League	\$ 100,000	\$ 45,087
Oxnard Recreation Southwinds Youth Center	\$ 75,000	\$ 31,000
Oxnard Cultural & Comm Services Palm Vista Senior Center	\$ 60,000	\$ 31,000
Oxnard Housing Authority Senior Supportive Services	\$ 67,000	\$ 36,000
Oxnard Housing Authority Housing Supportive Services	\$ 67,000	\$ 73,000

ANNUAL ACTION PLAN

<u>Public Services Continued</u>	<u>FY 2023-2024 Requested</u>	<u>FY 2023-2024 Recommended</u>
Shelter Care Resources- Foundation First	\$ 57,216	\$ 20,000
Turning Point Foundation- Emergency Shelter & Multi-Service Navigation	\$ 127,000	\$ 35,000
CLU Oxnard Cares – Affordable Mental Health Services	\$81,700	\$0
<i>Public Service Total</i>	<i>\$ 781,027</i>	<i>\$ 347,087</i> <i>(Estimate)</i>



ANNUAL ACTION PLAN

<u>Public Improvements & Other Programs</u>	<u>FY 2023-2024 Requested</u>	<u>FY 2023-2024 Recommended</u>
Many Mansions- Aspire Pocket Park	\$ 489,660	\$ 489,660
Ventura County Community Development Corporation -Hope to Home Down Payment Assistance	\$ 250,000	\$ 250,000
Oxnard Housing & Redevelopment – Neighborhood Improvement Projects	\$ 564,387	\$ 764,387

ANNUAL ACTION PLAN

<u>Public Improvements & Other Programs Continued</u>	<u>FY 2023-2024 Requested</u>	<u>FY 2023-2024 Recommended</u>
People's Self-Help Housing Corp. - Cypress Place at Garden City	\$ 1,852,369	\$ 0
WeeCare, Inc. - BOOST (Business Operation & Optimization Support Tools)	\$ 660,000	\$ 0
	\$ 4,016,416	\$1,504,047

ANNUAL ACTION PLAN

<u>CDBG</u>	<u>FY 2023-2024 Requested</u>	<u>FY 2023-2024 Recommended</u>
Administration (20% Cap)	\$ 462,783	\$ 462,783
Public Service (15% Cap)	\$ 781,027	\$347,087
Public Improvements & Other Programs	\$ 4,016,416	\$ 1,504,047
<u>CDBG Total</u>	<u>\$ 5,260,226</u>	<u>\$ 2,313,917</u>

EMERGENCY SOLUTIONS GRANT



ANNUAL ACTION PLAN

Hearth Emergency Solutions Grant	<u>FY 2023-2024 Requested</u>	<u>FY 2023- 2024 Recommended</u>
Administration (7.5% Cap)	\$ 15,591	\$ 15,591
Turning Point Foundation -Emergency Shelter	\$ 80,000	\$ 46,000
The Salvation Army- Street Outreach	\$ 126,884	\$ 63,000
The Kingdom Center- Emergency Shelter	\$ 30,000	\$ 0
Mercy House Living Centers-Rapid Rehousing	\$68,730	\$ 58,500
United Way of Ventura County	\$ 29,250	\$ 24,792
HESG TOTAL	\$ 338,614	\$ 207,883

HOME INVESTMENT PARTNERSHIPS



**Home Investment Partnerships
Program**

ANNUAL ACTION PLAN

HOME	<u>FY 2022-2023 Approved</u>	<u>FY 2023- 2024 Recommended</u>
Administration (10%)	\$ 95,550	\$86,886
CHDO Set-Aside ($\geq 15\%$)	\$128,325	\$115,330
Affordable Housing Development Project	\$731,628	\$666,651
<i>HOME TOTAL</i>	<i>\$ 955,503</i>	<i>\$868,8867</i>



OXNARD CITIZEN PARTICIPATION PLAN AMENDMENT

Substantial Amendment to Plan per Citizen Participation Plan

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

Original	Revision
A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more \$30,000 in ESG funding; or if . . .	A funding increase in a current activity, or a change in the use of funding from one eligible activity to another by 10 percent, or \$200,000 or more in CDBG or HOME funding, whichever is greater, and \$50,000 in ESG funding or more; or if . . .

RECOMMENDATIONS

That the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan with funding recommendations, and the amended Oxnard Citizen Participation Plan;
2. Approve the 2023 Annual Action Plan with the recommended use of funds for selected activities that conform with City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan for the three entitlement grants – Community Development Block Grant, Home Investments Partnership Program grant and the Emergency Solutions Grant to be submitted to the United States Department of Housing and Urban Development, as required;
3. Approve the updated changes in the amended Oxnard Citizen Participation Plan;

RECOMMENDATIONS

4. Authorize the City Manager, and his designees, to incorporate the final HUD grant allocations into the 2023 Annual Action Plan, and authorize the budget appropriations to fund the administration, and projects, including the ability to increase or decrease project funding by ten percent or up to the administrative amount allowed of the administering staff, whichever is greater.
5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from the public input to the 2023 Annual Action Plan and the amended Oxnard Citizen Participation Plan, Oxnard, as directed by the City Council, including the authorization of funding appropriations and revenue or expenditure budget changes, up to ten percent of each grant;

RECOMMENDATIONS

6. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the 2023 Annual Action Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development, Office of Community Planning and Development;
7. Authorize the City Manager, and his designees, to execute HUD agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: May 16, 2023

TO: City Council

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

SUBJECT: Update on Efforts of the Mayor's Gateway Task Force and Authorization of an Agreement with Found Design, LLC dba MERJE for the Gateway Project. (15 minutes)

RECOMMENDATION

That the City Council:

Receive an update on the locations and preliminary schematic designs for the four (4) gateways proposed by the Mayor's Gateway Task Force;

Authorize the City Manager to execute an agreement with Found Design, LLC dba MERJE for a not-to-exceed amount of \$400,000 for the proposed design development, documentation, engineering and construction administration of up to four (4) gateways; and

Authorize the City Manager to initiate the design, construction, permitting, and project management of Gateway Location 1, in South Oxnard.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/RwHWk4qAvDc>

BACKGROUND

As part of the City Council's 5-year priorities adopted on March 16, 2021, the Council committed to restoring proper maintenance of parkways and medians, tree trimming cycles, and cleaning up the gateways to the City. As part of this effort, Mayor John C. Zaragoza appointed the Mayor's Gateway Task Force in September 2021.

The Gateway Task Force is composed of community members to lead the effort to create gateways into the City. Members include:

- Armando Lopez, a member of the Oxnard business community
- Brittney Hendricks, Vice President of Marketing for Visit Oxnard
- Celina Zacarias, Senior Director of Community and Government Relations for California State University, Channel Islands and a Harbor Commissioner
- Marvin Boos, co-creator of the Neighborhood Pride Resident clean-ups
- Melanie Medina, Coastal Keepers
- Rene Mendoza, BRITE (left the task force in July 2022 due to a change in employment)

Since its creation in September 2021, the Gateway Task Force has met eight (8) times with the Mayor and City staff to identify four (4) entry point locations and provide input into gateway designs. The Task Force recommends locations and designs that compliment the City's restored landscaping efforts and celebrate the diverse culture in the community.

In July 2022, the City hired Found Design, LLC dba MERJE (“MERJE”) to develop schematic design options for each gateway location. MERJE specializes in gateway monuments and wayfinding projects and is also leading the design efforts for the Council-approved, and Visit Oxnard lead, City-wide Wayfinding project (ARPA Project 20). The Task Force, in collaboration with the Mayor and City staff, selected their top design choice for each proposed gateway location.

DISCUSSION

The four (4) locations selected by the Gateway Task Force are heavily traveled by individuals or vehicles and act as natural entry points to the City. A map showing the locations is included as Attachment #1.

The unique setting of each location allows for different architectural styles tied together with common design elements. The Gateway locations and schematic designs recommended by the Task Force were selected to be welcoming, engaging, and vibrant. Design development and subsequent construction of the four (4) gateways is proposed as a multi-phased and multi-year project based on other existing projects, permitting requirements, funding availability, and based on the opportunities and challenges for each location.

These designs are believed to be welcoming and celebrate the City. The designs will be further developed, including material recommendations and ongoing maintenance schedules, as the project progresses. The proposed schematic designs are included as Attachment #2 of the report.

- **Location 1**, S. Oxnard Blvd. heading north toward Channel Islands Blvd: this concept was developed from the gateway signs across cities in Mexico which include vibrant colors and big block letters spelling the city’s name. The secondary design elements add artistic texture and including “California” in the design will allow someone unfamiliar with Oxnard to locate the area more easily in a photo. As this location has the fewest anticipated challenges, staff recommends funding this location in FY 2023-2024
- **Location 2**, N. Oxnard Blvd. on both sides of the embankments: this will create an experience for visitors and residents to drive through as they enter or exit the City; the proposed design includes mural-style artwork with the option to extend north and south of the bridges. It will clean up and enhance the embankments moving between the City and freeway in either location; proposed lighting can create a colorful element and could be changed to recognize or celebrate a current event. This location is anticipated to have the most challenges, including an intricate design and potentially requiring approval from other agencies. Therefore, staff recommend this location to be the last gateway to be constructed.
- **Location 3**, Median on Victoria Ave. heading south toward Gonzales Rd.: using a vertical architectural style to take advantage of the long line of sight on the straight roadway, this gateway will be visible to traffic on both sides and travelers will be able to see the City’s name clearly from either direction. The bottom panel heading into the City welcomes individuals and the reverse side includes “thank you for visiting.” Locations 3 and 4 have similar challenges. Staff recommends that the order of construction for these two locations be dependent on other City construction projects at the time.
- **Location 4**, Median on Rice Ave. heading south toward Gonzales Rd.: using the wide median on Rice Avenue, this design spells out the City’s name on six individual posts; this will create an experience for drivers to move through as they are entering the City from the north. The large posts will be designed in a similar style to the existing light poles on the freeway overpass; the letters will be viewed in reverse as drivers exit the City. Locations 3 and 4 have similar challenges. Staff recommends that the order of construction for these two locations be dependent on other City construction projects at the time.

To complement the new gateways, removal of the old wooden entryway signs is anticipated as part of the overall project. **Costs, and budget requests, associated with the removal of these signs will be identified by staff as the project progresses.**

Design Contract:

MERJE submitted a proposal to perform the following work necessary to complete the design:

- 1) Design Development

- 2) Documentation
- 3) Bid Assistance Review
- 4) Construction Administration

The total cost of the proposal, which is recommended to be phased over multiple years, is for a not-to-exceed (NTE) amount of \$400,000. This proposal and cost does not include construction of any gateway location. The total NTE amount is broken down per location in the chart below:

Cost per location	
Location #1	\$78,000
Location #2	\$136,000
Location #3	\$86,500
Location #4	\$99,500
Total NTE	\$400,000

Construction and Project Management:

In addition to the MERJE scope of work, the City will utilize the on-call service contracts to obtain a contracted Project Manager/Construction Manager (PM/CM) to lead the project. This individual will be responsible for site surveys, utility research, permitting requirements and approvals, and eventually overseeing the construction process.

With existing staffing levels, other City projects and priorities, and budget constraints, staff anticipate only one gateway can be designed, permitted and bid for construction per year. For FY 23-24, staff recommends that the City Council prioritize Gateway Location 1 (S. Oxnard Blvd).

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.

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 total amount of this contract with MERJE is for a not-to-exceed amount of \$400,000 expended over multiple years. It is expected that \$78,000 of the total NTE amount will be spent in FY 23-24 for Location 1. Funding from the General Fund will be included in the recommended budget of each fiscal year.

Construction costs for Location 1 will be brought forward to Council as part of the bid contract award as the project reaches that phase.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023 to approve the staff recommendation and to forward the item to Council for approval.

Prepared by: Samantha Shapiro, Project Manager

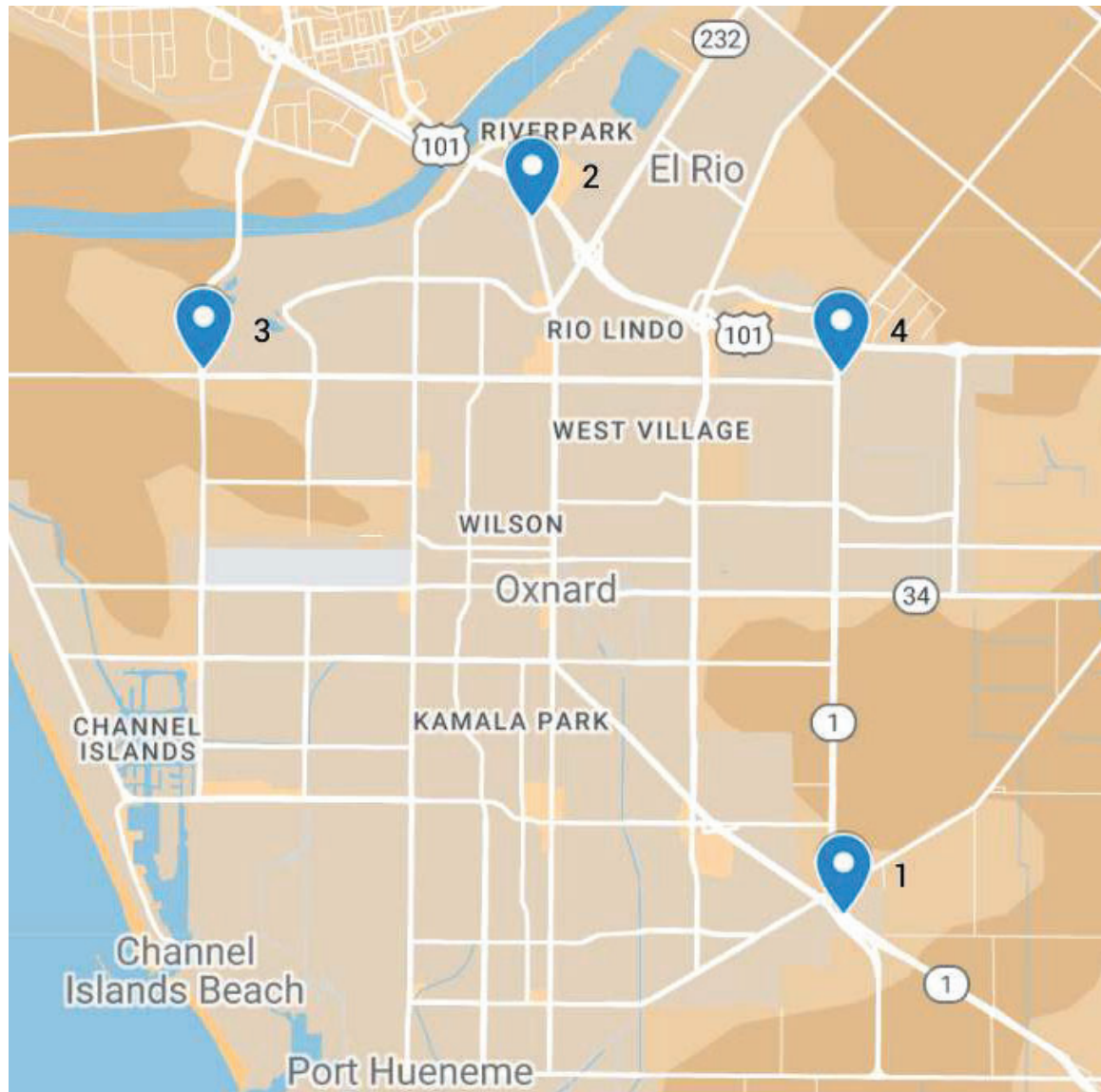
ATTACHMENTS

1. Gateway Locations Map

2. Mayor's Gateway Task Force Recommended Designs
3. Gateways Presentation 05.16.23

Mayor's Gateway Task Force - Gateway Locations Map

Attachment #1 - Rev. 07/2022



Mayor's Gateway Task Force Recommended Designs



LOCATION 1



LOCATION 1 - Option A

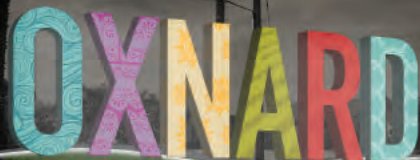
Front view

OPTION A

Dimensional Letterforms
OXNARD Patterns wrap each letter
Living Shrub Base
External Illumination - Ground Mounted
Halo Light - Curve

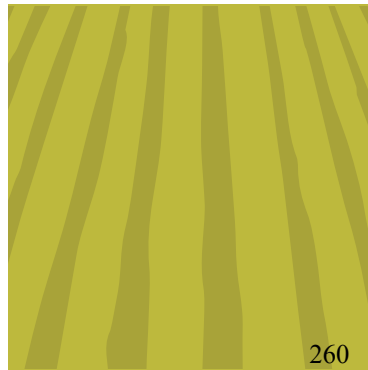
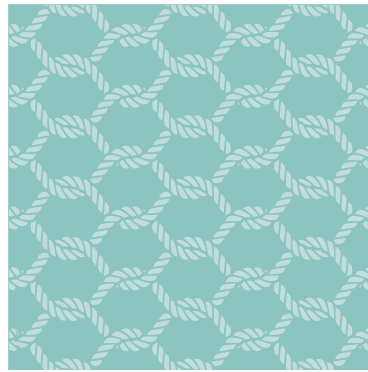
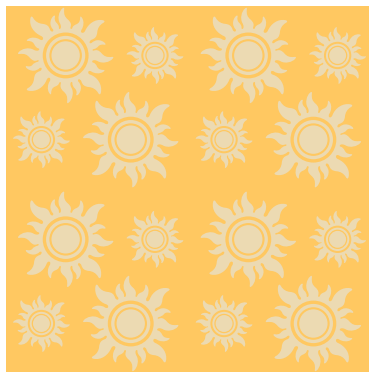






OXNARD

CALIFORNIA



LOCATION 2



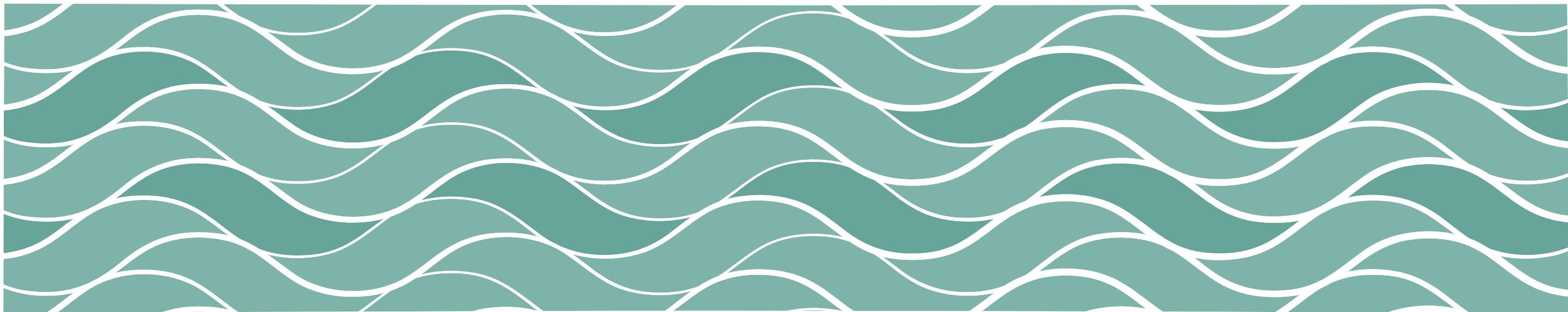
WELCOME

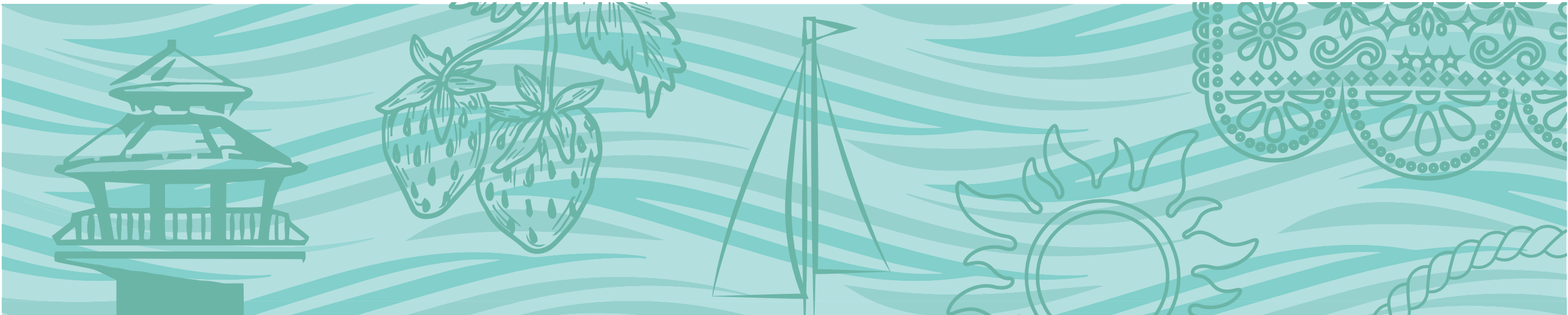
OXNARD

WELCOME

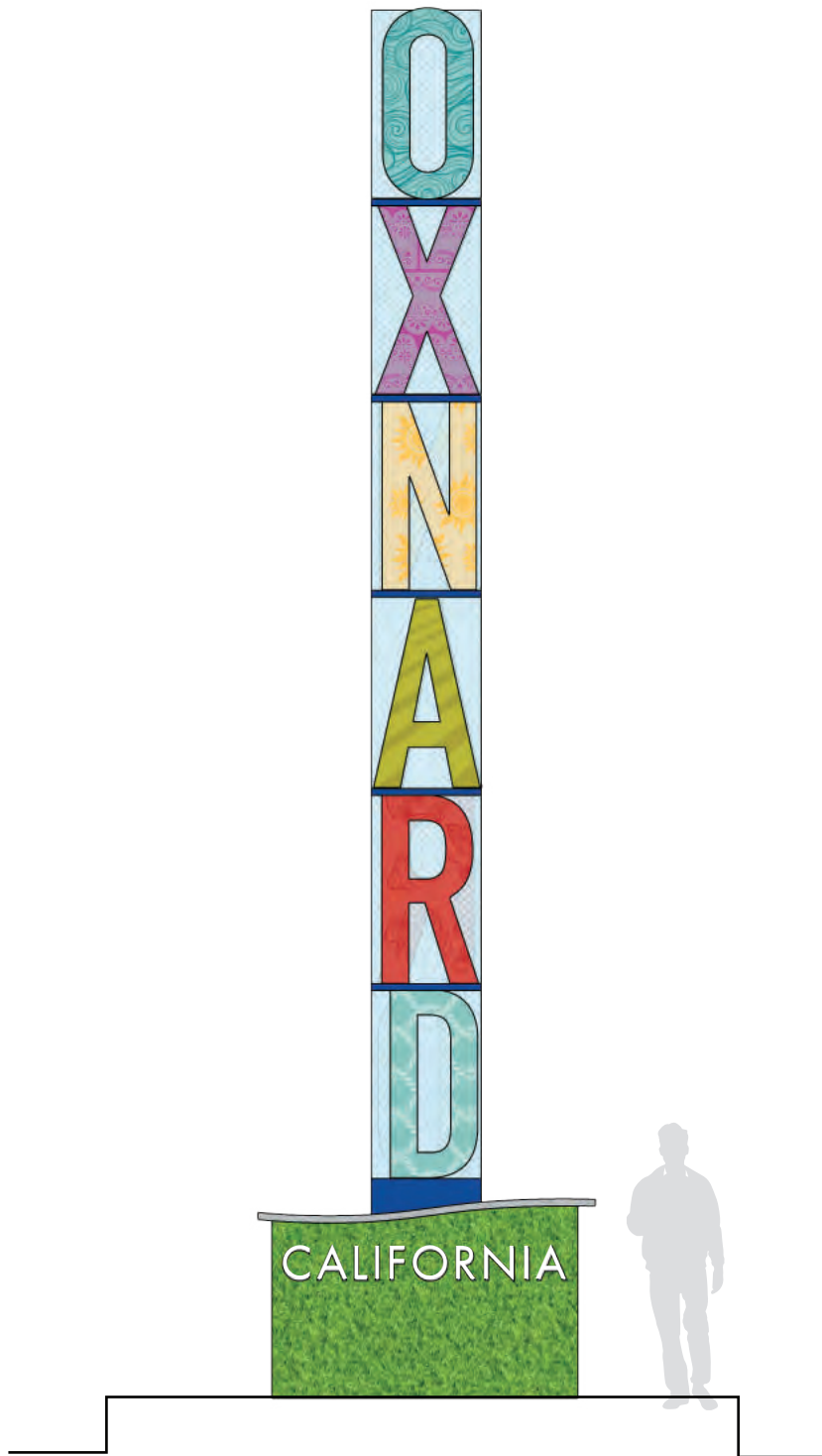
OXNARD







LOCATION 3



LOCATION 3 - Option A **Front view**

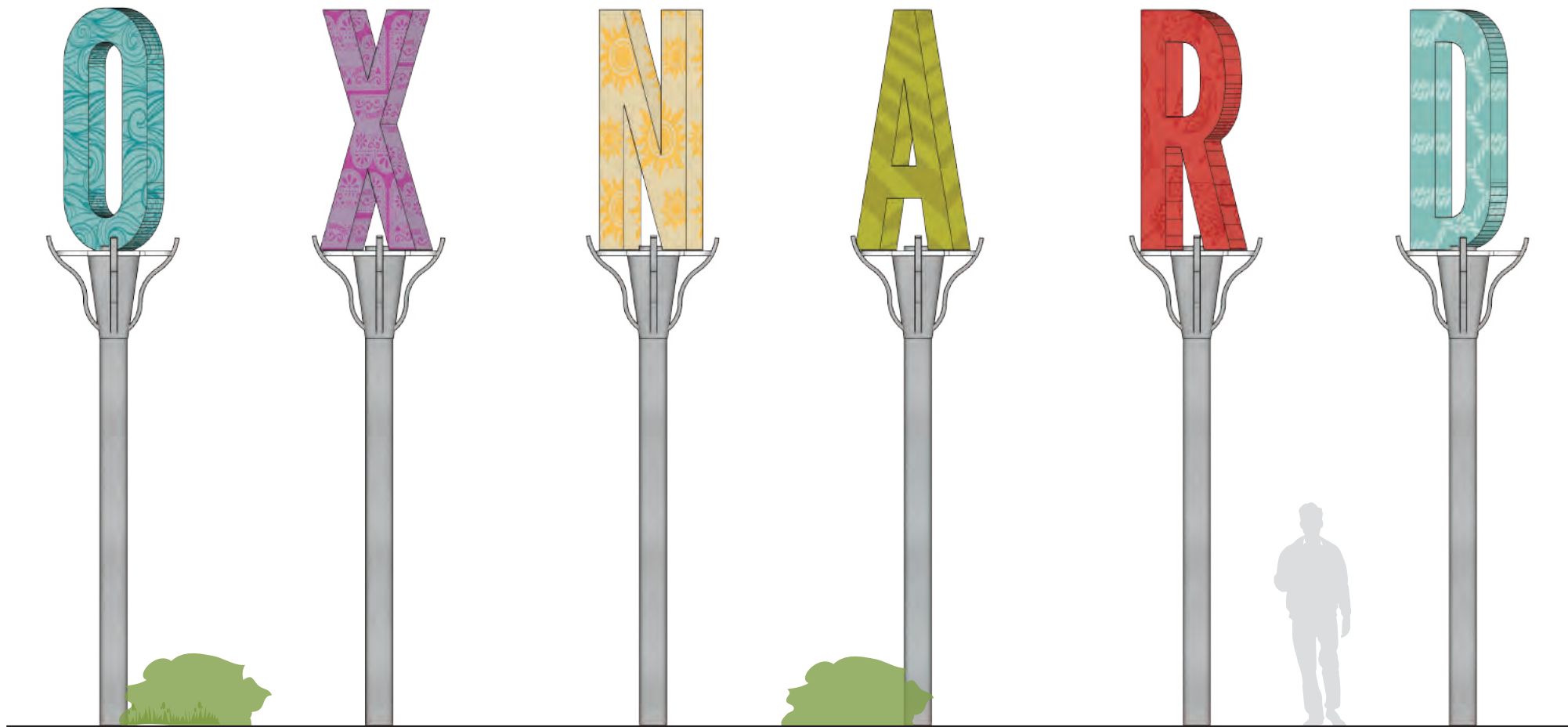
OPTION A

Dimensional Letterforms
 OXNARD Patterns wrap each letter
 Living Shrub Base
 External Illumination - Ground Mounted





LOCATION 4



LOCATION 4 - Option B

Front view

OPTION B

Dimensional Letterforms

OXNARD Patterns wrap each letter

External Illumination - Decorative Wave Mounted

Halo Lit - Letterforms





Update on efforts of the Mayor's Gateway Task Force and authorization of an agreement with Found Design, LLC dba MERJE for Gateway Project (15 minutes)

City Council
May 16, 2023

Samantha Shapiro, Project Manager



RECOMMENDATION

2

That the City Council:

1. Receive an update on the locations and preliminary schematic designs for the four (4) gateways proposed by the Mayor's Gateway Task Force;
2. Authorize the City Manager to execute an agreement with Found Design, LLC dba MERJE for a not-to-exceed amount of \$400,000 for the proposed design development, documentation, engineering and construction administration of up to four (4) gateway locations; and
3. Authorize the City Manager to initiate the design, construction, permitting, and project management of Gateway Location 1, in South Oxnard.

- ❖ Mayor John C. Zaragoza appointed the Mayor's Gateway Task Force in September 2021 as part of the Council's 5-year priorities to clean up the gateways to the City.
- ❖ Task Force Members include:
 - Armando Lopez, a member of the Oxnard business community
 - Brittney Hendricks, Vice President of Marketing for Visit Oxnard
 - Celina Zacarias, Senior Director of Community and Government Relations for CSUCI and Harbor Commissioner
 - Marvin Boos, co-creator of the Neighborhood Pride resident cleanups
 - Melanie Medina, Coastal Keepers
 - Rene Mendoza, BRITE (left task force in July 2022 due to a change in employment)



BACKGROUND

- ❖ Task Force has met 8 times between September 2021 - October 2022
- ❖ Four (4) entry point locations were identified and input into design was provided
- ❖ Task Force recommends locations and designs that compliment the City's restored landscaping efforts and celebrate the diverse culture in the community
- ❖ Found Design, LLC dba MERJE was hired in July 2022 to develop schematic design options for each location
- ❖ The Task Force selected their top design choice for each location

- ❖ The Gateway Task Force selected four (4) locations that act as natural entry points into the City; these are heavily traveled by individuals and vehicles.
- ❖ Locations and designs selected to be welcoming, vibrant and engaging
- ❖ Design development and subsequent construction is proposed as a multi-phased and multi-year project
- ❖ Designs will be further developed as the project progresses
- ❖ Removal of old wooden entryway signs is anticipated as part of the overall project



LOCATION 1: S. Oxnard Blvd. heading north toward Channel Islands Blvd. 6

- ❖ Inspiration developed from gateways across cities in Mexico with vibrant colors and big block letters spelling the City's name
- ❖ Secondary design elements add artistic texture
- ❖ Including "California" rather than "Welcome" will allow someone unfamiliar with Oxnard to locate it more easily in a photo
- ❖ Staff recommends funding this location for FY 23-24 (fewest anticipated challenges)



Proposed design for Location 1 (December 2022)

LOCATION 2: N. Oxnard Blvd., both sides of embankments

7

- ❖ Creates an experience for visitors or residents to drive through as they enter and exit the City
- ❖ Mural-style artwork is proposed with the option to extend north and south of the bridges; Clean up and enhance the embankments
- ❖ Proposed lighting creates a colorful element that could be changed to recognize or celebrate a current event
- ❖ Staff recommends this location to be the last gateway constructed (anticipated to have the most challenges)

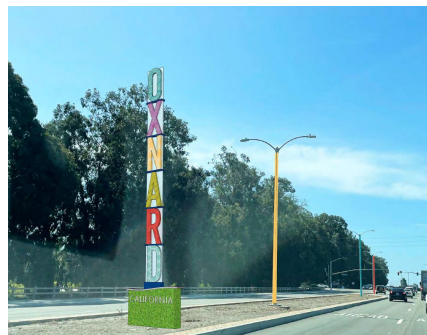


Proposed design for Location 2 (December 2022)

LOCATION 3: Median on Victoria Ave. heading south toward Gonzales Rd.

8

- ❖ Vertical architectural style takes advantage of long line of sight on the straight roadway
- ❖ Visible to traffic on both sides; travelers will see City's name clearly in either direction
- ❖ Bottom panel will welcome visitors as they enter and read "thank you for visiting" as they exit
- ❖ Location 3 and 4 have similar challenges; order of construction dependent on other city projects at the time.



Proposed design for Location 3 (December 2022)

LOCATION 4: Median on Rice Ave. heading south toward Gonzales Rd.

9

- ❖ Design spells out Oxnard on six individual posts in the wide media
- ❖ Creates an experience for drivers to move through as they enter the City
- ❖ Posts would be designed in a similar fashion to existing light poles on the freeway overpass
- ❖ Location 3 and 4 have similar challenges; order of construction dependent on other city projects at the time.



Proposed design for Location 4 (December 2022)

DESIGN CONTRACT

10

- ❖ MERJE submitted a proposal to perform the following work necessary to complete the design:
 - 1) Design Development
 - 2) Documentation
 - 3) Bid Assistance & Review
 - 4) Construction Administration
- ❖ Total cost of the proposal, which includes the above tasks for the four proposed gateways, is not-to-exceed \$400,000. This is recommended to be phased over multiple years

Cost per Location	
Location #1	\$78,000.00
Location #2	\$136,000.00
Location #3	\$86,500.00
Location #4	\$99,500.00
Total Amount (NTE)	\$400,000.00

CONSTRUCTION AND PROJECT MANAGEMENT

11

- ❖ City will utilize the on-call service contracts to obtain a contracted Project Manager/Construction Manager (PM/CM) to lead the project
 - Responsible for site surveys, utility research, permitting requirements and approvals, and eventually overseeing the construction process
- ❖ Staff anticipate only one gateway can be constructed per year due to staffing levels, other City projects and priorities, and budget constraints
- ❖ In FY 23-24, staff recommends that City Council prioritize the Gateway in **Location 1**

FINANCIAL IMPACT

12

- ❖ Contract with MERJE is for a not-to-exceed amount of \$400,000.00 expended over multiple years
 - Expected that \$78,000 of the total NTE amount will be spent in FY 23-24 for Location 1.
- ❖ Construction costs for Location 1 will be brought to Council as part of the bid contract award



END OF PRESENTATION



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: May 16, 2023

TO: City Council

FROM: Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org

SUBJECT: Purchasing Authorization with Insight Public Sector Inc. for Information Technology Goods and Services. (10 minutes)

RECOMMENDATION

That City Council approve and authorize the Mayor to extend Purchase Order 8481 for information technology goods and services with Insight Public Sector, Inc. by revising its expiration date from February 15, 2024, to June 30, 2026, and raising the not to exceed amount from \$770,000 to \$2,635,000 over an additional 28 month period.

(The Finance and Governance Committee approved 3-0 on April 25, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/e4qkRw3mvO4>

BACKGROUND

The City's current computer network infrastructure, consisting of 200+ physical network components, supports the delivery of services to residents across 27 sites. The average age of the City's network equipment is approximately five years with the oldest at nine years of age. The useful life of network components typically ranges from five to seven years; therefore, the City has extended and responsibly optimized its initial investment in these products.

Since the last City Council approval on February 15, 2022, for a two-year purchase order in the amount of \$770,000 with Insight, IT Department staff replaced a portion of the City's oldest and non-vendor supported network equipment with modern hardware. In the 14 months since that approval, the average equipment age across the City has been reduced from 6 years to 5 years, a 17% improvement. Major upgrades were completed for network systems at the City Hall Annex building, Public Works Administration building, the Main Library, Wastewater facilities, Fire Administration building, Emergency Operations Center, multiple fire stations (1, 6 and 7), Fleet administration offices, and the City Attorney's office. Along with these hardware upgrades, new cyber security software was implemented to further protect the City from cyber threats and malicious attacks. Lastly, staff was able to sustain the City's existing network licenses and maintenance agreements thus entitling the City to vendors' most up to date enhancements and security features. Due to these accomplishments and their associated costs, staff is returning to Council ten months earlier than anticipated to seek authorization for additional funds. Allowing IT to continue to update and sustain the critical network infrastructure enabling City departments' operations and the delivery of resident services.

To date, purchases from Insight under blanket purchase order 8481 total approximately \$490,000. Staff estimates that IT will need additional funding of \$650,000 through June 30, 2024, to maintain licenses and continue replacing and upgrading end of life network components. Maintaining the City's network is a continuous two-step process of (1) consistently replacing aging and unsupported equipment; and (2) expanding the capabilities of the network as usage increases from the growing needs of residents and businesses looking for additional services from the City. For example, with increased functionality of the Tyler ERP system that will allow residents and businesses to conduct transactions electronically with the City, the foundational strength of the network infrastructure throughout City offices becomes very

important to ensure operations are handled securely and reliably. Systems that ensure public services can be rendered effectively, such as Police or Fire response, require a strong network framework running modern reliable equipment that is vendor or manufacturer supported.

This new requested purchase authorization with Insight Public Sector will enable continued progress by supporting the refresh and replacement of existing obsolete network components, software maintenance and security support essential for City services. In anticipation of these costs related to maintaining and upgrading the City's foundational network infrastructure, staff requests authorization to extend the blanket purchase order through June 30, 2026, thus raising the not to exceed amount to \$2,635,000, which is an increase of \$1,865,000 over a 28 month period through June 30, 2026, allocated approximately as follows:

Description	Estimate Expenditures through FY 24 2/15/22 - 6/30/24	FY 24-25 Estimate 7/1/24 - 6/30/25	FY 25-26 Estimate 7/1/25 - 6/30/26	Total
Annual maintenance support	\$500,000	\$250,000	\$250,000	\$1,000,000
Network infrastructure improvements (modernize/replace)	\$640,000	\$400,000	\$400,000	\$1,440,000
Contingency (10%)	\$65,000	\$65,000	\$65,000	\$195,000
Total	\$1,205,000	\$715,000	\$715,000	\$2,635,000

A ten percent contingency is included in anticipation of continued cost increases, an increase in City departments' demand for IT services to support business process improvements (including the current ERP implementation), and unforeseen remediation and/or emergency equipment replacements.

Staff continues to compare pricing for its networking equipment and services from various sources. Specifically, as it relates to the City's standardization on Cisco network equipment, Insight Public Sector has been assigned as our preferred provider by Cisco and is the technology value added reseller authorized in the City's network infrastructure vendor agreement. Insight offers access to competitive public purchase agreements such as Omnia (formerly US Communities), National IPA Technology Solutions, and NASPO ValuePoint. The City is purchasing under the Omnia Partners Public Sector Contract No. 4400006644 purchasing group.

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

The annual cost for keeping up-to-date software licensing and maintenance agreements for the City's current network hardware and security software purchased through Insight is approximately \$250,000. The annual cost of replacing and meeting City departments' network hardware needs is expected to be approximately \$400,000. These expenditures are paid from the IT Department's hardware, software, and services funds allocated in IT's current and future fiscal years' operational budget. Extending this purchase order through the end of fiscal year 2025-26 will allow the IT Department to meet its network-related obligations as well as plan for future updates and upgrades.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on April 25, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. PO 8481 Insight Public Sector
2. Presentation -City Council -Insight 05-16-23 L2



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

**PURCHASE
ORDER NO.
008481**

DATE: 1/28/2022

VENDOR PHONE: (800)934-4477
VENDOR FAX: () -
VENDOR #: 21221
VENDOR ADDRESS: INSIGHT PUBLIC SECTOR, INC. **SHIP TO:** MULTIPLE LOCATIONS
6820 S. HART AVE
TEMPE, AZ 85283- 2
LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/28/2022			00/00/0000	JOSH WELLS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

INFORMATION TECHNOLOGY COMPUTER INFRASTRUCTURE

Effective date: 02/15/2022
Expiration date: 02/14/2024
Not to exceed: 770,000.00

COUNCIL APPROVED 2/15/22, AGENDA ITEM NO. L3
FINANCE & GOVERNANCE COMMITTEE APPROVED 1/25/22
NSS 21-160

TOTAL PURCHASE AMOUNT

\$770,000.00

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

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

AUTHORIZED SIGNATURE.

John C. Zaragoza, Mayor

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



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

PURCHASE ORDER NO. 008481
--

DATE: 1/28/2022

VENDOR PHONE: (800)934-4477
VENDOR FAX: () -
VENDOR #: 21221
VENDOR ADDRESS: INSIGHT PUBLIC SECTOR, INC. **SHIP TO:** MULTIPLE LOCATIONS
6820 S. HART AVE
TEMPE, AZ 85283- 2 LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/28/2022			00/00/0000	JOSH WELLS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

Purchasing Authorization with Insight Public Sector Inc. for information technology goods and services

City Council

May 16, 2023

Helen Miller, Chief Information Officer

That the City Council approve and authorize the Mayor to extend Purchase Order 8481 with Insight Public Sector, Inc. by revising its expiration date from February 15, 2024 to June 30, 2026 and raising the not to exceed amount from \$770,000 to \$2,635,000 over an additional 28 month period

The City's computer network infrastructure, comprised of 200+ physical components, supports the delivery of resident services across 27 city sites.

Network Refresh

- Since Oct. 2019 average equipment age has been reduced from 12 years down to 5 years; however oldest components ~9 years old
- Useful equipment life of this equipment is typically 5-7 years
- Obsolescence introduces business continuity and cyber risks
- Since Feb 2022, upgrade strategy has embraced:
 - Current, modern network design/architecture concept that is fully-supported by manufacturer
 - Architecture that's scalable, resilient, agile, secure, efficient and expandable for evolving technology standards
 - Automated City network services & internal controls reducing errors and administrative overhead

A blanket purchase authorization provides flexibility for the City's short and long term business-technology success

- Insight Public Sector, Inc is the technology value added reseller authorized in City's network infrastructure vendor agreement
- Insight offers access to competitive public purchase agreements
- Council approved PO 8481 in Feb 2022 for a 2-year \$770,000 authorization that allowed the IT Department to use Insight for:
 - Network equipment
 - Infrastructure operations system software
 - Associated maintenance and support agreements
 - Infrastructure operations professional services

Work Performed by IT Staff since February 2022

- Staff is returning to council 10 months earlier than anticipated to provide an update of accomplishments and seek additional time and spending authorization
- Replaced network hardware and/or associated systems software at:
 - City Hall Annex building
 - Public Works Administration building
 - Main Library
 - Wastewater facilities
 - Fire Administration building
 - Emergency Operations Center
 - Fire stations 1, 6 and 7
 - Fleet administration offices
 - City Attorney's office

Scope of Work

- Extension of PO time and NTE spending authorization will allow for scheduled replacements and a contingency for unforeseeable needs in times of crisis – both man-made and natural
- Cost includes license, maintenance, software updates, and associated infrastructure operations professional services for network to run optimally and to be protected from malicious threats
- Provides continued network refresh and minor upgrades for all facilities through the City's work locations
- This renewal adds \$1,865,000 over the next 28 month period through June 30, 2026 for a total NTE of \$2,635,000

Actual and projected expenditures by category with vendor since Feb 2022 through June 2026:

Description	Estimated Expenditures through FY 24 2/15/22 - 6/30/24	FY 24-25 Estimate 7/1/24 - 6/30/25	FY 25-26 Estimate 7/1/25 - 6/30/26	Total
Annual maintenance support	\$500,000	\$250,000	\$250,000	\$1,000,000
Network infrastructure improvements (modernize/replace)	\$640,000	\$400,000	\$400,000	\$1,440,000
Contingency (10%)	\$65,000	\$65,000	\$65,000	\$195,000
Total	\$1,205,000	\$715,000	\$715,000	\$2,635,000

These expenditures are paid from the IT Department's hardware, software, and services funds allocated in IT's current and future fiscal years' operational budget

That the City Council approve and authorize the Mayor to extend Purchase Order 8481 with Insight Public Sector, Inc. by revising its expiration date from February 15, 2024 to June 30, 2026 and raising the not to exceed amount from \$770,000 to \$2,635,000 over an additional 28 month period



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: May 16, 2023

TO: City Council

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

SUBJECT: Acquisition of Real Property at 2900 Saviers Road in Support of the Oxnard Police Department for a Future Precinct in South Oxnard. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve the acquisition of property located at 2900 Saviers Road for the future development of an Oxnard Police Department precinct; and
2. Appropriate \$2,400,000 from the General Fund reserve for the purchase of the property; and
3. Authorize the City Manager or his designee to execute any and all documents necessary to facilitate this transaction.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/NDZ7ljttDhk>

BACKGROUND

The existing Police Headquarters Building (Headquarters), located at 251 South 'C' Street, is nearly fifty years old, and was built for a much smaller city and police department. The City has since grown significantly and continues to grow, with a large amount of the growth occurring in the northern part of the City. As the City continues to grow, another police facility (Precinct) will be needed to meet service demands. With the addition of a Precinct building, the current Headquarters facility would remain as the Police Department's principal facility, and would mainly support the northern portion of the City (north of Wooley Road). A new Precinct in South Oxnard would focus on service delivery in South Oxnard. To best serve the growing community and its needs, the ideal site for a Precinct would be centrally located within South Oxnard, and situated on (or very close to) significant travel routes, including public transportation. The facility should also be accessible on two or more sides of the property, and be accessible to the public.

Staff identified real property that met the ideal site parameters. The site is approximately 1.1 acres and improved with a vacant four-story office building located at 2900 Saviers Road (the "Property").

On January 3, 2023, the City Council directed staff to negotiate the purchase of the Property subject to an appraisal and approval by the full City Council. Since that time, staff have engaged the contracted real property services and broker, CBRE, to represent the City for this transaction. The due diligence period included a site inspection, environmental assessment, document review of encumbrances, and an appraisal. The review of encumbrances identified three prepaid and long-term rooftop cell tower leases, which the City of Oxnard would have to assume. The existing wireless leases were entered into in the 1990s and the rights to these leases were sold in 2021, to a third party, Wireless Propco, for a 65-year period. Subject to that 2021 agreement, Wireless Propco has an exclusive easement over the roof of the building and a non-exclusive access easement over the entire property. Redevelopment of the site must comply with the 2021 agreement, which can include relocation of the wireless facilities (on or offsite) or buying out the value.

Staff completed an appraisal of the subject property, which considered the condition of the property and known

encumbrances. The appraisal identified a market value of \$2,705,000.

Additionally, staff procured an inspection of the property, building and systems, which identified an inoperable heating, ventilation, and air conditioning system plus non-working elevators. After further negotiations, the seller agreed to repair the elevators and a further price reduction of \$366,000 for a final and total purchase price of \$2,339,000.

DISCUSSION

The City of Oxnard intends to eventually develop the property into the Police Department's South Oxnard Precinct. City leadership and the Police Chief agree that as the City of Oxnard continues to grow, a precinct building at this location will provide better policing services for all South Oxnard. The 2900 Saviers Road location is optimal in terms of it being centrally located in South Oxnard, and is situated at major thoroughfares at Channel Islands Boulevard and Saviers Road. Persons in South Oxnard would have enhanced access to public safety services much closer to their neighborhoods and businesses.

Staff anticipates redevelopment of the property for such a Precinct in approximately next ten (10) years. As such, staff has not completed design specifications for the future development. During the interim ten-year period, the property is anticipated to remain vacant and the City of Oxnard will incur a duty and cost to maintain the property. Staff estimates an annual maintenance cost of approximately \$100,000 per year, subject to a further review of the complete systems and a determination of the extent to which utilities must be maintained in operation.

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

FINANCIAL IMPACT

Staff proposes to appropriate \$2,400,000 from the General Funds reserves for this acquisition and the related costs. There are sufficient funds on reserve to pay for the expenses of this transaction estimated not to exceed \$2,400,000. The broker fees in the amount of \$81,150 will be paid by the seller as a transaction cost.

COMMITTEE OUTCOME

This item did not originate in committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Purchase and Sale Agreement
2. Powerpoint Presentation Acquisition of Savier Rd.



**STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE**
(Non-Residential)

Dated: January 26, 2023

1. Buyer.

1.1 City of Oxnard, a municipal corporation, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 ~~or~~ days after the waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing Date") to be held by Fidelity National Title Company; Attn: JB Jennings ("Escrow Holder") whose address is 555 South Flower Street, Suite 4420 Los Angeles, CA 90071, Phone No. (213) 452-7151, ~~Facsimile No.~~ Email JBjennings@fnf.com upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder ~~to an entity controlled by Buyer, with prior written notice to Seller,~~ but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) a 4 story commercial building with underlying property of approximately 47,738 sq. ft. is located in the County of Ventura, is commonly known as (street address, city, state, zip) 2900 Saviers Road, Oxnard, CA and is legally described as: CERTAIN LAND SITUATED IN BLOCK "H" OF MCMILLAN MANOR TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 14, PAGES 80 AND 81 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

EXCEPT THEREFROM ALL MINERAL, PETROLEUM, OIL, NATURAL GASES AND HYDROCARBON SUBSTANCES UNDERLYING SAID LAND AS CONVEYED TO TROJAN CONSTRUCTION COMPANY BY DEED RECORDED MAY 13, 1952 IN BOOK 1065, PAGE 508 OF OFFICIAL RECORDS. SAID LAND IS NOW KNOWN AND DESCRIBED AS: PARCEL A, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A PARCEL MAP FILED IN BOOK 16, PAGE 9, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE MINERAL, PETROLEUM, OIL, NATURAL GASES AND HYDROCARBON SUBSTANCES UNDERLYING SAID LAND AS GRANTED TO TROJAN CONSTRUCTION COMPANY IN DEED RECORDED MAY 13, 1952 AS INSTRUMENT NO. 10808, IN BOOK 1065 PAGE 508, OFFICIAL RECORDS. (APN: 219-0-018-035).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Fidelity National Title Company Attn: Justin Scott ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements ~~owned by Seller~~ thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and (collectively, the "Improvements").

2.4 The fire sprinkler monitor: ☐ ~~is owned by Seller and included in the Purchase Price,~~ ☐ ~~is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company,~~ ☒ ownership will be determined during Escrow, ~~or~~ ☐ ~~there is no fire sprinkler monitor.~~

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and n/a all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$2,900,000, cash, including the Deposit as defined in paragraph 4.3 below. ~~payable as follows:~~
~~(Strike any not applicable)~~

~~(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price);~~

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any;~~

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(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)");

(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:

Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:

Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:

Total Purchase Price:

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☒ within 2 or 3 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to

Escrow Holder a check or wire transfer in the sum of \$100,000. If said check or wire transfer is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank, and if requested by Buyer, in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. (Strike if not applicable)

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing. (Purchase Money Note). (Strike if not applicable)

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

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~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("Brokers") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm CBRE, Inc. License No. 00409987 is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent Alex Kozakov License No. 01416489 is (check one): ☒ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm CBRE, Inc. License No. 00409987 is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent Brian Hutcherson/Lawrence Tanji License No. 02075144/01875638 is (check one): ☒ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. ~~Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.~~

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties ~~or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions.~~ In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a ~~general warranty deed (a grant deed in California)~~ and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.) ~~Buyer shall pay for the costs of any additional title coverage or endorsements.~~

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

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8.8 The Closing shall occur on the Expected Closing Date, ~~or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 ~~IF, ON OR BEFORE SIXTY (60) DAYS FOLLOWING THE DATE OF AGREEMENT (THE "CONTINGENCY PERIOD"), EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS. If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:~~

(a) ~~Disclosure.~~ Seller shall make to Buyer, ~~through Escrow,~~ all of the applicable disclosures required by law, and those documents listed in Paragraph 28 hereof. ~~(See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has until the expiration of the Contingency Period 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.~~

(b) ~~Physical Inspection.~~ Buyer has ~~10 or _____~~ until the expiration of the Contingency Period days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) ~~Hazardous Substance Conditions Report.~~ Buyer has ~~30 or _____~~ until the expiration of the Contingency Period days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. ~~Notwithstanding the foregoing, Buyer shall not order a Phase II or conduct any subsurface investigations without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.~~

(d) ~~Soil Inspection.~~ Buyer has ~~30 or _____~~ until the expiration of the Contingency Period days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) ~~Governmental Approvals.~~ Buyer has ~~30 or _____~~ until the expiration of the Contingency Period days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) ~~Conditions of Title.~~ Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has ~~until the expiration of the Contingency Period 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance arising under Seller, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing. ~~Seller discloses that the Property is encumbered by a cell tower agreement and the related Net Profits Agreement, and related documents as further described in the Title Commitment.~~

(g) ~~Survey.~~ Buyer has ~~30 or _____~~ until the expiration of the Contingency Period days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) ~~Existing Leases and Tenancy Statements.~~ ~~Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.~~

(i) ~~Owner's Association.~~ Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

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(j) *Other Agreements.* Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has ~~until the expiration of the Contingency Period 10 days from the receipt of said Other Agreements~~ to satisfy itself with regard to such Agreements.

(k) *Financing.* ~~If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency,~~

(l) *Existing Notes.* ~~If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property.* ~~In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.~~

(n) *Destruction, Damage or Loss.* Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change.* Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance.* The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement. In the event Seller fails to perform its obligations pursuant to this Agreement for any reason (except due to a failure of any condition set forth in this Agreement or any failure by Buyer to perform hereunder), then Buyer shall elect, as its sole remedy, either to: (i) terminate this Agreement by giving Seller timely written notice of such election prior to the Expected Closing Date, in which case Buyer shall be entitled to recover from Escrow Holder the entire Deposit then held by Escrow Holder; or (ii) provided that Buyer has previously tendered full performance of all of its obligations under this Agreement (other than the funding of the Purchase Price), enforce specific performance, in which event there shall be no reduction of the Purchase Price and Buyer shall not be entitled to recover any damages (whether actual, direct, indirect, consequential, punitive or otherwise) notwithstanding such failure or breach by Seller. Buyer shall be deemed to have elected to terminate this Agreement pursuant to clause (i) hereinabove if Buyer: (1) fails to deliver to Seller written notice of its intent to commence an action to assert a claim for specific performance against Seller on or before seven (7) days following the Expected Closing Date; (2) having given such notice fails to commence such action asserting said claim within twenty-one (21) days following the Expected Closing Date; or (3) accepts return of the Deposit.

(q) *Brokerage Fee.* Payment at the Closing of such brokerage fee as is specified in a separate agreement this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

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10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties. **Buyer and Seller shall not be obligated to appear in person at the offices of the escrow company on the Closing date in order for the Closing to occur.**

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant ~~or general warranty~~ deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) ~~If applicable, the Beneficiary Statements concerning Existing Note(s).~~
- (c) ~~If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.~~
- (d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (f) ~~If applicable, Two (2) counterpart originals of a bill of sale, duly executed, conveying title to any included personal property to Buyer.~~
- (g) If the Seller is a corporation, ~~or other entity~~, a duly executed ~~corporate~~ resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

- (a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.
- (b) ~~If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~
- (c) ~~The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.~~
- (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
- (e) ~~If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~
- (f) If the Buyer is a corporation ~~or other entity~~, a duly executed ~~corporate~~ resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. ~~In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.~~
IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 **Taxes.** Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 **Insurance.** **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 **Rentals, Interest and Expenses.** ~~Scheduled rentals, interest on Existing Notes, All~~ utilities, and operating expenses shall be prorated as of the date of Closing. Buyer shall take all steps necessary to effectuate the transfer of all utilities in Seller's name to its name as of the date of Closing, and where necessary, post deposits with the utility companies. Buyer and Seller shall cooperate to have all utility meters read by the appropriate utility companies as of the date of Closing. Seller shall be entitled to recover any and all deposits held by any utility companies as of the date of Closing; if any such deposits are not returned to Seller as of the date of Closing and are credited by the utility company to Buyer, such amounts shall be credited to Seller's account and increase the amount of funds payable by Buyer at Closing. ~~The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.~~

11.4 **Security Deposit.** ~~Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.~~

11.5 **Post Closing Matters.** Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 **Variations in Existing Note Balances.** ~~In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

11.7 **Variations in New Loan Balance.** ~~In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

11.8 **Owner's Association Fees.** Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up-front fees required by the association from Buyer's funds.

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12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 ~~months, years,~~ and any lawsuit or action based upon them must be commenced within such time period. ~~Seller's "knowledge" as such term is used in this Agreement means only the present actual knowledge of William R. Rothacker, Jr., (who Seller covenants is an agent, employee, member or manager of Seller who possesses knowledge about the Property) without duty of investigation.~~ Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer ~~and Brokers:~~

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear ~~and casualty damage~~ excepted. ~~Seller shall have no obligation to incur capital expenditures to satisfy the foregoing.~~

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, ~~or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property,~~

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any ~~Existing Lease or~~ Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement, ~~or disclosed in title reports,~~ or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* ~~There are~~ At Closing Seller will satisfy all amounts due for work contracted by Seller and post Closing there will be no unsatisfied mechanics' or materialmen's lien rights ~~related to work contracted by Seller~~ concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) ~~No Tenant Bankruptcy Proceedings. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.~~

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of ~~tenants under Existing Leases of parties disclosed in any title report,~~ including but not limited to the cell tower easement.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive ~~or invasive~~ testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term

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"Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement ~~or by facsimile transmission~~, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by ~~facsimile transmission~~, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Los Angeles on the date of 14 days following the date first listed on page 1 hereon, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF the Deposit at time of breach. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

22. ~~ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)~~

~~22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.~~

~~22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.~~

~~22.3 NOTICE: BY INITIALIZING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALIZING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.~~

~~WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES"~~

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PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 Binding Effect. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days. In the event a deadline expires on a Saturday, Sunday or legal holiday, such deadline will be extended to the next business day.

23.9 OFAC. Neither Buyer nor Seller, nor to Buyer's knowledge, nor Seller's knowledge, nor either parties affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents are, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

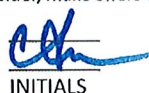
(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) **Agent Representing Both Seller and Buyer.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) **Further Disclosures.** Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that



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Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 **Confidential Information.** Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. **Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. **Additional Provisions.**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 29. (If there are no additional provisions write "NONE".)

26.1 Buyer may elect to extend the Contingency Period for one (1) extension of the Contingency Period for a period of thirty (30) days by written notice to Seller at least 5 days prior to the expiration of the Contingency Period. Following such election Buyer must within 2 days deposit with Escrow Holder an additional \$10,000 as Deposit, such additional Deposit shall be applicable to the Purchase Price but non-refundable except in if the Deposit is refundable pursuant to Paragraph 4.5 hereof.

26.2 Buyer shall have the following additional Buyer's Contingencies to be waived upon or prior to the last day of the Contingency Period:

(a) City of Oxnard approval of this Agreement.

(b) Appraisal of the Property for a sum approximate to the Purchase Price.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

CBRE, Inc.

Attn: Brian Hutcherson/Lawrence Tanji
Title: Western Regional Manager/Senior Vice President

Address: 2761 Park View Court, Oxnard, CA 93036

Phone: 805 288 4681

Fax: 805 288 4750

Email: brian.hutcherson@cbre.com/

larry.tanji@cbre.com

Federal ID No.: 95-2743174

Broker DRE License #: 00409987

Agent DRE License #: 02075144/01875638

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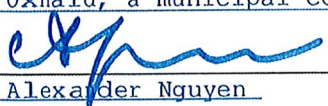
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OFA-20.30, Revised 10-13-2022

Date: 3/02/2023

BUYER

City of Oxnard, a municipal corporation

By: 
Name Printed: Alexander Nguyen

Title: _____

Phone: _____

Fax: _____

Email: _____

Alexander Nguyen
City Manager

By: _____
Name Printed: _____

Title: _____

Phone: _____

Fax: _____

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Email: _____

Address: _____

Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 **In the event closing actually occurs, then in** ~~in~~ consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee **pursuant to the terms of a separate agreement**, in a sum equal to 6 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 3 % and Buyer's Broker 3 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing **in the event Closing actually occurs**.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.Date: 3/2/2023**BROKER**CBRE, Inc.Attn: Alex KozakovTitle: BrokerAddress: 2221 Rosecrans Ave. #100 El Segundo,
CA 90245Phone: 213 613 3080

Fax: _____

Email: Alexander.Kozakov@cbre.com

Federal ID No.: _____

Broker DRE License #: 00409987Agent's DRE License #: 01416489**SELLER**BV Oxnard LLC, a Colorado limited
liability company

DocuSigned by:

By: David B. RunbergName Printed: David B. RunbergTitle: Chief Financial OfficerPhone: 720-496-2599

Fax: _____

Email: drunberg@cadencecap.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: 6400 S Fiddlers Green Circle | Suite
1820 | Greenwood Village, CO 80111

Federal ID No.: _____

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ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

Date: January 26, 2023

By and Between

Buyer: City of Oxnard, a municipal corporation

Seller: BV Oxnard LLC, a Colorado limited liability company

Property Address: 2900 Saviers Road, Oxnard, CA
(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

28. Seller Materials. Within 10 days following the Date of Agreement Seller shall have delivered to Buyer, without warranty or representation to completeness or accuracy, to the extent such documents are in Seller's possession and control and not subject to restrictions on distribution by third parties, the following documents ("**Seller Materials**"):

1. Any Other Agreements affecting the Property, such as service agreements and maintenance contracts.
2. Most recent existing environmental and soils reports.
3. Insurance certificates for the property.
4. Existing survey and property conditions report.

29. Buyer's Release of Seller; Limitation on Liability.

29.1 Seller Released From Liability.

(A) Except to the extent Seller has specifically breached or violated a representation or warranty expressly made by Seller herein, Buyer and anyone claiming by, through or under Buyer, hereby waives its right to recover from and fully and irrevocably releases Seller and its employees, officers, directors, representatives, agents, servants, attorneys, affiliates, parent, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations in its behalf ("**Released Parties**") from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (I) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise, and the presence in the soil, air, structures and surface and subsurface waters of materials or substances that have been or may in the future be determined to be Hazardous Substances or otherwise toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever, and (II) any information furnished by the Released Parties under or in connection with this Agreement. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release of Seller. Buyer specifically waives the application and benefits of California Civil Code § 1542 and hereby verifies that it has read and understands the following provision of California Civil Code § 1542:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

(B) In addition, Buyer hereby expressly waives, to the extent permissible, the provisions of all federal and state statutes, laws and rules similar to California Civil Code Section 1542 as to the claims that it has released as set forth above. Buyer represents that it has been advised by its own legal counsel and understands and acknowledges the significance and consequence of its releases and of this specific waiver of Section 1542 of the California Civil Code as well as any other statute, law or rule of similar effect. Buyer agrees and acknowledges that the foregoing waivers are essential and material terms of this Agreement, without which Seller would not have entered into this Agreement.

(C) In connection and to the extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses.

29.2 Limitation of Liability. No affiliate of Seller shall have any liability to Buyer hereunder. Notwithstanding any provision of this Agreement or any document delivered to Buyer pursuant to this Agreement to the contrary, Seller's liability under this Agreement and/or all documents delivered to Buyer pursuant to this Agreement shall be limited to Buyer's actual damages (excluding any punitive, consequential, exemplary or special damages) and, in the event that the conveyance contemplated hereunder is consummated, in no event shall (A) Seller have any liability under this Agreement unless the actual damages suffered by Buyer under this Agreement and relating to any Property shall exceed the aggregate sum of Twenty Five Thousand Dollars (\$25,000) or (B) Seller's liability under this Agreement and/or all documents delivered to Buyer pursuant to this Agreement exceed the sum of One Hundred Forty-Five Thousand Dollars (\$145,000) in the aggregate (the "**Cap**"); provided, however, that the Cap shall not apply to claims associated with fraud or intentional misrepresentations, or to claims against Seller insurance filed by a third party within one (1) year following Closing. The provisions of this paragraph shall survive the Closing and the delivery and recording of the Deed.

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29.3 Buyer's Waiver of Objections. Buyer acknowledges that, as of the date of Closing, Buyer will have inspected the Property and observed its physical characteristics and existing conditions and will have had the opportunity to conduct such investigations and studies on and of said Property and adjacent areas as it deems necessary, and except to the extent Seller has specifically breached or violated a representation, warranty or agreement expressly set forth herein, Buyer hereby waives any and all objections to or complaints regarding the Property and its condition. Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Paragraph. Seller and Buyer have each initialed this Paragraph to further indicate their awareness and acceptance of each and every provision hereof.

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BUYER'S INITIALS

29.4 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EXCEPT AS SPECIFICALLY SET FORTH IN PARAGRAPH 12.1, IT IS UNDERSTOOD AND AGREED THAT NEITHER SELLER NOR ANY OF ITS PARTNERS, AGENTS, EMPLOYEES OR CONTRACTORS HAS MADE, AND IS NOT NOW MAKING, AND BUYER HAS NOT RELIED UPON, AND WILL NOT RELY UPON (DIRECTLY OR INDIRECTLY), ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO (A) MATTERS OF TITLE, (B) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (D) WHETHER, AND TO THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (E) DRAINAGE, (F) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORE, (G) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (H) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (I) USAGES OF ADJOINING PROPERTY, (J) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (K) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTIONS, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (L) ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, (M) THE PRESENCE OF HAZARDOUS SUBSTANCES IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY, (N) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS, (O) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (P) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE REAL PROPERTY, (Q) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (R) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY, (S) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF SELLER OR ASSET MANAGER OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE) OR (T) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS). BUYER FURTHER ACKNOWLEDGES THAT ANY INFORMATION OF ANY TYPE WHICH BUYER HAS RECEIVED OR MAY RECEIVE FROM SELLER, ASSET MANAGER OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL REPORTS AND SURVEYS, IS FURNISHED ON THE EXPRESS CONDITION THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER SHALL NOT RELY THEREON, BUT SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF SUCH INFORMATION, ALL SUCH INFORMATION BEING FURNISHED, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

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COUNTER OFFER - BUYER

Dated: February 28, 2023

By and Between

Seller: BV Oxnard, LLC, a Colorado limited liability company

Buyer: City of Oxnard, a municipal corporation

Property Address: 2900 Saviers Road, Oxnard, California 93033
(street address, city, state, zip)

APN: 219-0-018-035

~~Buyer-Seller~~ executed and presented to ~~Buyer-Seller~~ the "Standard Offer and Agreement for Purchase of Real Estate and Addendum" dated January 26, 2023, regarding the above-referenced Property and Parties (hereinafter the "Offer"). ~~Thereafter, Seller executed and delivered to Buyer the "Counter Offer-Seller" dated N/A.~~ Full and complete copies of ~~both~~ the Offer and ~~Seller's Counter Offer~~ are attached hereto and incorporated herein by reference.

1. Buyer hereby accepts Seller's ~~Counter~~ Offer provided the Seller agrees to the following changes in said ~~Counter~~ Offer:

(Please check the appropriate box or boxes)

- ☐ Initialed pen and ink changes have been made to the Offer.
- ☐ Seller shall be deemed to have initialed paragraph 21 regarding liquidated damages and paragraph 22 regarding arbitration of disputes
- ☐ The changes are detailed in the addendum attached hereto consisting of paragraphs _____ through _____.
- ☒ The changes are set forth below.

1. The Purchase Price shall be \$2,705,000.

2. Paragraph 9.1: The "Contingency Period" shall be sixty (60) days following the Opening of Escrow

3. Paragraph 26.2 shall be amended as follows:

26.2: Buyer shall have the following additional Buyer's Contingencies to be waived on or prior to the last day of the Contingency Period:

(a) City of Oxnard and Oxnard City Council approval of Agreement

(b) Appraisal of the Property for a sum approximate to the Purchase Price

NOTE: PARAGRAPHS IN THE OFFER WHICH REQUIRE INITIALS BY ALL PARTIES, BUT ARE NOT INITIALED BY ALL PARTIES, ARE EXCLUDED FROM THE FINAL AGREEMENT UNLESS SPECIFICALLY REFERENCED FOR INCLUSION IN THIS COUNTER OFFER.

2. **REMAINING TERMS:** All of the terms and conditions contained in the Seller's ~~Counter~~ Offer which have not been specifically modified or deleted by this Counter Offer are hereby approved by Buyer.
3. **EXPIRATION:** This Counter Offer shall expire and be revoked, without further notice, at 5:00 pm on March 7, 2023, unless it is accepted and signed by Seller and a fully executed copy is actually received by Buyer's agent Larry Tanji prior to said time. Upon expiration, Buyer's Deposit, if any, shall be promptly returned. This Counter Offer may be executed in counterparts.
4. **TIME:** Time is of the essence.
5. **BINDING EFFECT:** This Counter Offer, when fully executed by both Buyer and Seller, and delivered and received as specified above, shall be a binding contract. Signatures to this Counter Offer accomplished by means of electronic signature or similar technology shall be legal and binding. NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE ADVISED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO OF ITS CORPORATE OFFICERS.
6. The undersigned Buyer agrees to purchase the Property on the terms and conditions stated herein.

BUYER'S BROKER

CBRE, Inc.

Attn: Brian Hutcherson / Lawrence Tanji
Title: Western Regional Manager / Senior Vice

OK

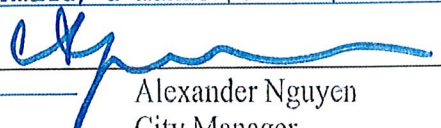
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BUYER

City of Oxnard, a municipal corporation

By: 

Name Printed: _____

Alexander Nguyen
City Manager

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Page 1 of 2

President

Address: 2761 Park View Court, Oxnard, CA
93036
Phone: 805 288 4681
Fax: 805 288 4750
Email: brian.hutcherson@cbre.com /
larry.tanji@cbre.com
Federal ID No.: 95-2743174
Broker DRE License #: 00409987
Agent DRE License #: 02075144/01875638

Title: Alexander Nguyen

Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____

Title: _____
Phone: _____
Fax: _____
Email: _____

Alexander Nguyen
City Manager

Address: _____
Federal ID No.: _____

7. **ACCEPTANCE:** Seller accepts the foregoing Counter Offer and agrees to sell the Property on the terms and conditions specified, and authorizes Brokers to deliver a signed copy to Buyer.

SELLER'S BROKER

CBRE, Inc., Lic

Attn: Alex Kozakov, Lic 01416489
Title: _____

Address: 2221 E. Rosecrans Ave, Suite 100, El
Segundo, CA 90245
Phone: 213 613 3080
Fax: _____
Email: alexander.kozakov@cbre.com
Federal ID No.: 95-2743174
Broker DRE License #: 00409987
Agent DRE License #: 01416489

SELLER

BV Oxnard, LLC, a Colorado limited
liability company

DocuSigned by:

By: _____

Name Printed: Daniel B. Runberg

Title: Chief Financial Officer

Phone: 720-496-2599

Fax: _____

Email: drunberg@candencecap.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

8. **ACKNOWLEDGMENT OF RECEIPT:** Buyer's agent hereby acknowledges that a copy of the Counter Offer executed by Seller was received on _____ at _____ am/pm.

By: _____

Name Printed: _____

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COUNTER OFFER - BUYER

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By and Between

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Buyer: City of Oxnard, a municipal corporation

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(street address, city, state, zip)

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(Please check the appropriate box or boxes)

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(b) Appraisal of the Property for a sum approximate to the Purchase Price

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3. **EXPIRATION:** This Counter Offer shall expire and be revoked, without further notice, at 5:00 pm on March 7, 2023, unless it is accepted and signed by Seller and a fully executed copy is actually received by Buyer's agent Larry Tanji prior to said time. Upon expiration, Buyer's Deposit, if any, shall be promptly returned. This Counter Offer may be executed in counterparts.

4. **TIME:** Time is of the essence.

5. **BINDING EFFECT:** This Counter Offer, when fully executed by both Buyer and Seller, and delivered and received as specified above, shall be a binding contract. Signatures to this Counter Offer accomplished by means of electronic signature or similar technology shall be legal and binding. NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE ADVISED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

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6. The undersigned Buyer agrees to purchase the Property on the terms and conditions stated herein.

BUYER'S BROKER

CBRE, Inc.

BUYER

City of Oxnard, a municipal corporation

Attn: Brian Hutcherson / Lawrence Tanji

Title: Western Regional Manager / Senior Vice

By: _____

Name Printed: _____

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Page 1 of 2

President

Address: 2761 Park View Court, Oxnard, CA
93036

Phone: 805 288 4681

Fax: 805 288 4750

Email: brian.hutcherson@cbre.com /
larry.tanji@cbre.com

Federal ID No.: 95-2743174

Broker DRE License #: 00409987

Agent DRE License #: 02075144/01875638

Title: Alexander Nguyen

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

7. **ACCEPTANCE:** Seller accepts the foregoing Counter Offer and agrees to sell the Property on the terms and conditions specified, and authorizes Brokers to deliver a signed copy to Buyer.

SELLER'S BROKER

CBRE, Inc., Lic

Attn: Alex Kozakov, Lic 01416489

Title: _____

Address: 2221 E. Rosecrans Ave, Suite 100, El
Segundo, CA 90245

Phone: 213 613 3080

Fax: _____

Email: alexander.kozakov@cbre.com

Federal ID No.: 95-2743174

Broker DRE License #: 00409987

Agent DRE License #: 01416489

SELLER

BV Oxnard, LLC, a Colorado limited
liability company

By: _____

Name Printed: David B. Runberg

Title: Chief Financial Officer

Phone: 720-496-2599

Fax: _____

Email: drunberg@candencecap.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

8. **ACKNOWLEDGMENT OF RECEIPT:** Buyer's agent hereby acknowledges that a copy of the Counter Offer executed by Seller was received on _____ at _____ am/pm.

By: _____

Name Printed: _____

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1st AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Amendment") is made and entered into as of April 28, 2023, by and between City of Oxnard, a municipal corporation ("Buyer") and BV Oxnard, LLC, a Colorado limited liability company ("Seller") (collectively, the "Parties" or individually, a "Party").

WHEREAS, Buyer and Seller are parties to that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated January 26, 2023 and Counter Offer dated February 28, 2023 ("Agreement") with respect to the property commonly known as (street address, city, state, zip): 2900 Saviers Road, Oxnard, California 93033 ("Property");

WHEREAS, the Agreement has not been previously amended except (if there are no exceptions write "NONE"): None.

WHEREAS, the Parties have opened an escrow with Fidelity National Title ("Escrow Holder");

WHEREAS, the Parties now desire to amend the Agreement and their instructions to Escrow Holder ("Escrow Instructions");

NOW, THEREFORE, for Buyer's payment of ten dollars (\$10) to Seller and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement and the Escrow Instructions as follows (list changes below):

Buyer hereby removes all Buyer Contingencies to the purchase of the Property, except for the following:

1. Seller shall cause the Property elevators to be fully operational and permitted by the City and any other required regulatory agency (proof of permit to be provided).
2. Seller shall credit buyer \$366,000, through escrow at the close of escrow, for any and all repairs identified in the facility inspection form dated 3/25/2023 by Patrick Murphy.
3. Buyer shall obtain City of Oxnard and Oxnard City Approval of the purchase of the Property on or before May 31, 2023. Buyer shall deposit additional \$10,000 to the Deposit per section 26.1 of the Agreement for extension.

The defined terms of the Agreement shall have the same meaning in this Amendment. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Amendment shall not be construed as if prepared by one of the Parties, but according to its fair meaning as a whole, as if both Parties had prepared it. Except as specifically amended by this Amendment, the Agreement and the Escrow Instructions shall remain unchanged and continue in full force and effect.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKERS AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AMENDMENT. THE PARTIES ARE URGED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AMENDMENT.

EXECUTED as of the date first written above.

By Seller:

BV Oxnard, LLC, a Colorado limited liability company

By:

Name Printed: David B. Runberg

Title: Chief Financial Officer

Phone: 720-496-2599

Fax: _____

Email: drunberg@candencecap.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

INITIALS

By Buyer:

City of Oxnard, a municipal corporation

By:

Name Printed: Alexander Nguyen

Title: City Manager

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

INITIALS

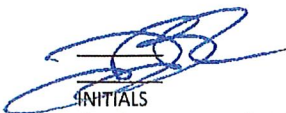
Fax: _____
Email: _____

Address: 6400 S. Fiddlers Green Circle,
Greenwood Village, CO 80111
Federal ID No.: _____

Email: _____

Address: 300 West Third Street, 4th Floor,
Oxnard, CA 93030
Federal ID No.: _____

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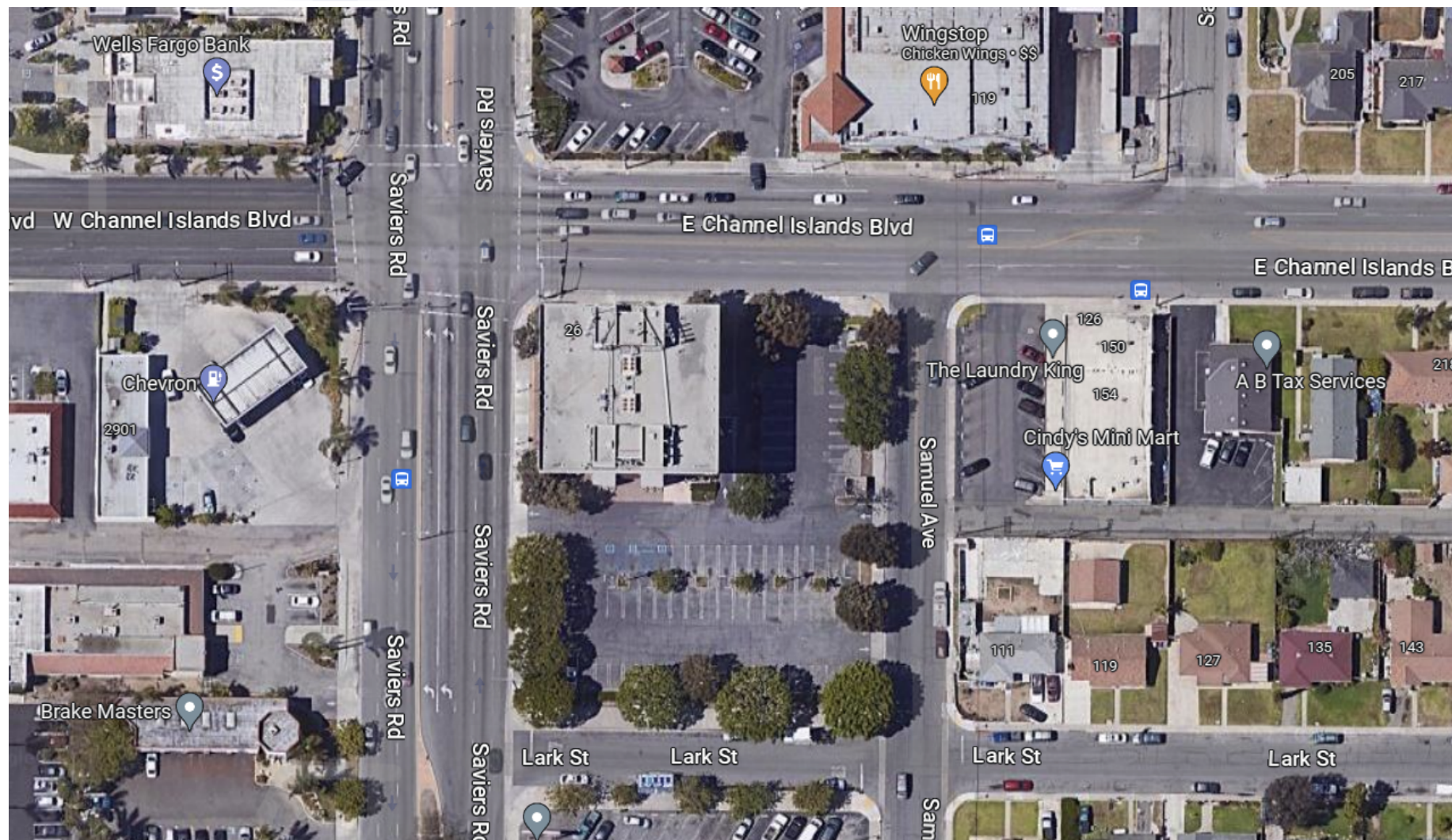

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ACQUISITION OF REAL PROPERTY IN SUPPORT OF THE OXNARD POLICE DEPARTMENT FOR A FUTURE PRECINCT

Emilio Ramirez, Director
Housing Department

City Council
May 16, 2023







That the City Council:

1. Approve the acquisition of 2900 Saviors Road for future use of the Oxnard Police Department; and
2. Appropriate \$2,400,000 from the General Fund reserve to pay the purchase price and related costs.
3. Authorize the City Manager or his designee to execute any and all documents necessary to facilitate this transaction.



END OF PRESENTATION



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.4

DATE: May 16, 2023

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 3028 Establishing New Water Rates, Fees and Charges. (20 minutes)

RECOMMENDATION

That the City Council:

1. Adopt Ordinance No. 3028 entitled "Ordinance of the City Council of the City of Oxnard to Establish Water Rate and Fee Increases for Customer Use and Service from the City Water Service;" and
2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in title 14 California Code of Regulations section 15273.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/cDYCdov4dBE>

BACKGROUND

The City of Oxnard's Water Division serves residential, commercial, industrial, institutional and agricultural customers. As the largest city in Ventura County, the City's water utility serves potable water to more than 43,000 service connections. Approximately 85% of those services are single and multi-family residential.

The City's water system includes: ten groundwater wells, five connections from the United Water Conservation District, five connections from the Calleguas Municipal Water District, one reverse osmosis treatment plant, six blending stations, more than 500 miles of transmission and distribution pipelines, approximately 43,000 Meters and appurtenances, and a network of remote pressure monitoring stations.

As a separate Enterprise Fund, the Water Utility relies mainly on revenues paid through customer water and recycled water rates to fund daily operations and maintenance, repairs, capital improvements to renew and replace aging infrastructure, cover debt service payments, and appropriate reserves. The Oxnard community owns its water system and its financial health is an important responsibility shared between our customers, community leaders, and staff. Providing a safe and reliable water supply for public health and safety is the utmost priority.

In August 2022, the City authorized Raftelis to perform a water cost of service analysis and rate study to develop the cost of service-based water rates. Raftelis is recognized as a leading rate consultant in California and works with utilities to design water rates to achieve financial balance and maintain financial sustainability.

The results of the water cost of service analysis indicated a significant revenue shortfall and financial deficit if water rates and fees were not increased. The rate study analyzed critical components of the Water Utility to establish appropriate water rates, which include but are not limited to costs for purchased water; water treatment; water distribution system; customer service; maintenance; general and administrative; testing; debt service; reserves; and capital improvements.

Additionally, the rate study examined various scenarios to structure an appropriate rate for the needed capital projects, debt coverage and reserves. The City Council provided earlier guidance that a low to moderate capital improvement program be implemented, because this would have a lower impact on customers' bills.

DISCUSSION

Prior to the City increasing any property-related fee, such as water rates, the City must comply with Proposition 218. On or about March 13-15, 2023, the City mailed out 85,957 Public Notices, as required by Proposition 218, to all property owners that receive water utility services and all water utility customers. The Public Notice provided information on the City's proposed water rate and fee increases, the proposed impact to water customer utility bills, the date of the Public Hearing on the proposed rate increases, as well as information on how to protest water rate increases along with a protest form and instructions on how to complete the form. State law required the City to mail the Public Notice at least 45 days prior to the Public Hearing.

The Public Hearing on the proposed water rate increases was held on May 2, 2023, at the Oxnard City Council Chambers. The City Council conducted a public hearing in which the Council Members received public testimony and written public comments regarding the proposed water rate increases. Council members responded to questions from the public and asked questions to City Staff and the City's Consultant Raftelis regarding the proposed water rate increases. The Council members considered all information presented on whether to approve or deny a water rate increase.

After all comments from the public were received at the hearing, the Mayor on Motion closed the public hearing. After the close of the public hearing the City Clerk counted the water rate protests in view of the public in attendance at the hearing. The City Clerk announced that 1432 protests had been counted and there were not enough protests received to validate the protests. A majority protest was not achieved. In order to achieve a majority protest and halt any water rate increase the City needed to receive 21,929 protests.

The City Council voted to take the recommended action which included conducting a public hearing, introducing and waiving further reading of a proposed ordinance to increase water rates and make a finding that CEQA does not apply to the ordinance. The City Council voted 7-0 in favor of adopting the proposed water rates.

If adopted, this ordinance will result in adjusted water rates for all customers beginning July 1, 2023, and continuing for the next five years. The ordinance allows for adjustments for increased wholesale water costs, after notice to customers and automatic revenue adjustments beginning July 1, 2024. The increase in water rates will provide the revenue requirements necessary to adequately operate the City's water system and maintain the financial health of the Water Fund and provide its customers with safe and reliable drinking water.

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

Passage of the proposed ordinance will increase funding to the Water Enterprise Fund and provide necessary financial support needed to sustain the Water Division. Without passage of the new rates operations will be decreased, maintenance will be deferred, and capital projects will be stalled.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Ordinance 3028

2. Presentation

ORDINANCE NO. 3028

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD TO
ESTABLISH WATER RATE AND FEE INCREASES FOR CUSTOMER
USE AND SERVICE FROM THE CITY WATER SERVICE

WHEREAS, Section 22-60 of the Oxnard City Code requires that the City Council establish by ordinance the rates charged for all water supplied by the City; and

WHEREAS, Section 22-60 of the Oxnard City Code provides that the rates charged for water supplied by the City shall be increased by the same percentage that the rates paid by the City to its water supply wholesalers increase; and

WHEREAS, the Water Division of the Public Works Department operates as a self-supporting enterprise fund (Water Fund) that depends upon revenues derived from the sale of water to City customers; and

WHEREAS, on the 18th of July, 2017, the City Council adopted City Ordinance Number 2921, establishing the current rates and charges applicable to City water customers; and

WHEREAS, the City's Public Works Department completed a Cost of Service Study, dated March 2023 (Rate Study). The Rate Study assesses the water utility's operation, maintenance, repair, replacement, and capital improvement program budgets and requirements, through a cost of service analysis and report, which collectively are incorporated into the recommended rates provided in this ordinance, so that the proportional cost of providing water service to the City's customers are allocated appropriately and in conformity with all applicable legal requirements. The Cost of Service Study and all the studies, plans and documents relied upon and incorporated in the Rate Study provide the basis for the rates and charges set forth herein; and

WHEREAS, this ordinance includes provisions for adjustment of rates based on revenue needs, inflation, changes in wholesale water costs and mandatory water shortage conditions; and

WHEREAS The proposed rates displayed as effective beginning July 1, 2023, show the authorized rates applicable July 1, 2023; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the establishment or modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND AS FOLLOWS:

1. CEQA does not apply to this ordinance because this ordinance establishes, modifies, structures and restructures the City's rates and other charges for the following purposes:
 - a. Meeting the water utility's operating expenses, including employee wages and fringe benefits;
 - b. Purchasing or leasing supplies, equipment, and materials;
 - c. Meeting the Water Fund's financial reserve needs and requirements; and
 - d. Obtaining funds for capital projects necessary to maintain water service within the existing service areas.
2. The basis for the foregoing claim of exemption is found in the Rate Study.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 through 6 of this Ordinance to Chapter 22, Article III as set forth below.

Part 3. Section 22-60 ("Water Rates") of the Oxnard City Code is hereby amended in its entirety to read as follows:

SEC. 22-60. WATER RATES.

(A) The rates charged for all water supplied by the city shall be established by ordinance of the city council. Each customer receiving water service is liable for payment for such service at the scheduled rates so established.

(B) Pursuant to Cal. Gov't Code, Section 53756, the City may adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases in wholesale charges for water and adjustments for inflation, for a period of 5 years. The amount of automatic adjustments (Pass-Through Charges) to account for changes in wholesale water costs will be based directly on the incremental difference in costs that the City will incur from every third party water supplier (including but not limited to United Water Conservation District and Calleguas Municipal Water District) as a result of increases or decreases in the amount such water suppliers charge the City. Any such adjustments will only be made if the increases or decreases are not already reflected in the schedule of charges then in effect. The pass-through cost applies only to the volumetric usage charge component of the water used and will be assessed on all volumetric

use in hundred cubic feet ("HCF") used by a customer. A notice of at least thirty (30) days will be provided to customers before any such adjustment will take effect.

The automatic Pass-Through Charge is calculated as follows:

$$\text{Pass through rate (\$/HCF)} = (\text{Proposed FY Water Purchase Costs} - \text{FY 2022-2023 Water Purchase Costs}) / (\text{Calendar Year Water Use})$$

(C) Annual Revenue Adjustment

Revenue adjustments are not the same as rate increases. The revenue adjustments in the table below depict the overall total increase in rates revenue and correlate to the yearly rate increases found in the Rates and Charges in Sections 22-61, subparagraphs (A) through (G), and (I) through (K); and 22-62, subparagraphs (A) through (C).

Revenue Adjustments

July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
9.5%	9.5%	5.0%	5.0%	5.0%

(D) When the city council declares the existence of a water shortage condition pursuant to section 22-154 of the city code, the water rates and charges provided in sections 22-61 through 22-66 of the city code that are based on water use shall be adjusted to reflect the level of severity and corresponding mandatory water conservation percentage reflected in the water shortage condition declaration. For example, if the council declares a Stage 2 water shortage condition with a mandatory water use reduction goal of 20% then the rates provided in sections 22-61 through 22-66 of the city code that are based on water use shall be concurrently adjusted upward by a Drought Rate Calculation Percentage, which is 9.4% for a 20% reduction. This drought rate adjustment may be initiated by Resolution of the City Council after a declaration of water shortage condition. The drought rate adjustment shall terminate as of the date of the termination of that water shortage condition declaration.

(1) The Drought Rate Adjustments, based on the Stage of the Water Shortage Condition are as follows:

Stage 1 Up to 10% = 3.9% Increase
Stage 2 Up to 20% = 9.4% Increase
Stage 3 Up to 30% = 15.4% Increase
Stage 4 Up to 40% = 26.2% Increase

Stage 5 Up to 50% = 35.3% Increase
Stage 6 Up to 60% = 58.7% Increase

Part 4. Section 22-61 of the Oxnard City Code is hereby renamed "Monthly Water Usage Rates, Fees and Charges" and is hereby amended in its entirety to read as follows:

SEC. 22-61. MONTHLY WATER USAGE RATES, FEES AND CHARGES.

The following rates, fees, and charges for water usage and services relating to the water system of the city are established and effective during the dates indicated, as follows:

(A) Monthly Rates for Single-Family Residential Water Use:

Tier	Usage in HCF	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	0 to 9	\$4.43	\$4.85	\$5.09	\$5.35	\$5.62
2	>9 to 15	\$4.59	\$5.03	\$5.28	\$5.54	\$5.82
3	>15	\$4.85	\$5.31	\$5.58	\$5.86	\$6.15

(B) Monthly Rates For Multi-Family Residential Water Use (per dwelling):

Tier	Usage in HCF (Per Dwelling Unit)	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	0 to 8	\$4.42	\$4.84	\$5.08	\$5.34	\$5.60

2	>8	\$4.58	\$5.02	\$5.27	\$5.53	\$5.81
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(C) Monthly Rates for Commercial Water Use:

2" Meters and Below

Tier	Usage in HCF	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	0 to 62	\$4.47	\$4.89	\$5.14	\$5.40	\$5.67
2	> 62	\$4.53	\$4.96	\$5.21	\$5.47	\$5.74

3" Meters and Above (Uniform Rate)

Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
\$4.77	\$5.22	\$5.48	\$5.76	\$6.05

(D) Monthly Rates for Industrial/City Water Use:

2" Meters and Below

Tier	Usage in HCF	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	0 to 24	\$4.53	\$4.96	\$5.21	\$5.47	\$5.74
2	>24	\$4.75	\$5.20	\$5.46	\$5.73	\$6.02

3" Meters and Above (Industrial Uniform Rate)

Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
\$4.89	\$5.35	\$5.62	\$5.90	\$6.20

3" Meters and Above (City Uniform Rate)

Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
\$4.70	\$5.15	\$5.40	\$5.67	\$5.96

(E) Monthly Rates for Irrigation:

2" Meters and Below

Tier	Usage in HCF	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	0 to 24	\$4.47	\$4.89	\$5.14	\$5.40	\$5.67
2	>24	\$4.69	\$5.14	\$5.39	\$5.66	\$5.95

3" Meters and Above (Uniform Rate)

Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
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\$4.76	\$5.21	\$5.47	\$5.75	\$6.03
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(F) Monthly Rates for Commercial, Industrial, and Irrigation Use of Recycled Water in Lieu of Potable:

Tier	Usage in HCF	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	Uniform Rate	\$3.60	\$3.94	\$4.14	\$4.35	\$4.57

(G) Monthly Rates for Oceanview Commercial

Tier	Usage In HCF	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	0 to 9	\$4.87	\$5.33	\$5.60	\$5.88	\$6.17
2	9 to 15	\$5.04	\$5.52	\$5.79	\$6.08	\$6.39
3	>15	\$4.84	\$5.30	\$5.56	\$5.84	\$6.14

(H) Monthly Rates For Oceanview Agricultural Irrigation, which will be adjusted yearly for cost of service increases to customers over 3" pursuant to the requirements in uncoded ordinance number 2752, section 4(b).

Usage in HCF	Effective September 1, 2017
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Uniform Volumetric Rate per HCF	\$1.19
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(I) Monthly Rates for Metered Construction:

Tier	All Usage	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	Uniform Rate	\$4.89	\$5.35	\$5.62	\$5.90	\$6.20

(J) Monthly Rates for Proctor & Gamble

Tier	All Usage	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
1	Uniform Rate	\$4.18	\$4.57	\$4.80	\$5.04	\$5.29

(K) Monthly Rates for Recycled Water by Customer Class

Customer Class	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Irrigation (Golf Course)	\$3.60	\$3.94	\$4.14	\$4.35	\$4.57
Commercial/ Industrial	\$3.60	\$3.94	\$4.14	\$4.35	\$4.57

Part 5. Section 22-62 of the Oxnard City Code is hereby renamed to “Monthly Fixed Water Meter Charges” and is amended in its entirety to read as follows:

SEC. 22-62. MONTHLY FIXED WATER METER CHARGES.

In addition to monthly rates for water use (per HCF) as set forth in section 22-61, all accounts shall pay one of the following monthly meter rates, based on service connection or meter size as follows:

(A) Monthly Fixed Water Meter Charges According to Meter Size:

Meter Size		Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
5/8" or 3/4"		\$22.78	\$24.94	\$26.19	\$27.50	\$28.87
1"		\$33.47	\$36.65	\$38.48	\$40.41	\$42.43
1 1/2"		\$60.20	\$65.92	\$69.21	\$72.68	\$76.31
2"		\$92.27	\$101.04	\$106.09	\$111.39	\$116.96
3"		\$193.84	\$212.25	\$222.87	\$234.01	\$245.71
4"		\$327.49	\$358.60	\$376.53	\$395.36	\$415.13
6"		\$674.96	\$739.08	\$776.04	\$814.84	\$855.58
8"		\$968.98	\$1061.03	\$1114.08	\$1169.79	\$1228.28
10"		\$1557.02	\$1704.94	\$1790.18	\$1879.69	\$1973.68
10"	Proctor & Gamble Only	\$579.29	\$634.33	\$666.04	\$699.35	\$734.31

(B) Monthly Fixed Charges for Fire Service Lines:

Fire Protection – Connection Size	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
¾"	\$4.79	\$5.25	\$5.51	\$5.78	\$6.07
1"	\$4.97	\$5.44	\$5.71	\$6.00	\$6.30
1 ½"	\$5.62	\$6.15	\$6.46	\$6.78	\$7.12
2	\$6.73	\$7.37	\$7.74	\$8.12	\$8.53
3	\$10.72	\$11.74	\$12.33	\$12.94	\$13.59
4	\$17.62	\$19.29	\$20.26	\$21.27	\$22.34
6	\$42.35	\$46.37	\$48.69	\$51.13	\$53.68
8	\$85.01	\$93.09	\$97.74	\$102.63	\$107.76
10	\$149.18	\$163.35	\$171.52	\$180.10	\$189.10

(C) Monthly Charges for Recycled Water Meters:

Meter Size	Effective July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
4"	\$327.49	\$358.60	\$376.53	\$395.36	\$415.13
6"	\$674.96	\$739.08	\$776.04	\$814.84	\$855.58
8"	\$968.98	\$1061.03	\$1114.08	\$1169.79	\$1228.28

12"	\$2,305.43	\$2,524.45	\$2,650.67	\$2,783.20	\$2,922.36
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(D) Monthly fixed rates for non-metered construction:

Meter Size	Effective Sept. 1, 2017
¾"	\$36.86
1"	\$67.93
1 ½"	\$156.77
2"	\$295.26

(E) Monthly fixed rates for metered construction:

Meter Size	Effective Sept. 1, 2017
1"	\$22.53
3"	\$147.47

Part 6. Section 22-63 ("Special Water Services") of the Oxnard City Code is herein amended in its entirety to read as follows:

SEC. 22-63. SPECIAL WATER SERVICES.

Each customer shall pay the following fees, according to the service received.

(A) Effective July 1, 2023. Where meters are not installed, water services shall be paid at the rate and or fee as set forth in sections 22-61 and 22-62 of this Article, for each dwelling facility, business activity, construction site, or service, whether or not such facility, activity, site or service is at the same location. Any unmetered service shall be temporary and limited to the shortest duration practical.

(B) Service to the city.

(1) The city shall pay for all installation services furnished to the city at the rates established by this Article. However, the Water Division shall be exempt from paying for installation service.

(2) The city shall pay for all water furnished to the city at the rates established by this Article. However, the Water Division and the Fire Department shall be exempt from paying for water provided to them.

(3) All water furnished to property owned by the city shall be metered.

(E) Temporary agricultural use. The city may provide water on a temporary basis for agricultural purposes in accordance with section 22-66 of the city code. Monthly water rates for temporary agricultural purposes shall be the same as commercial/industrial recycled water rates or commercial potable water rates.

(F) Broken locks. In the event a customer breaks a lock placed on the water meter, in addition to all other amounts due, the customer shall pay a fee of \$12 to replace the broken lock.

(G) Billing and collection; delinquent bills; nonpayment. The customer shall pay a fee of \$15 for each visit to a customer's property to collect a water bill that is delinquent. If water service is discontinued due to nonpayment or non-compliance with the city code or this section, in addition to all other amounts due, the customer shall pay a fee of \$80 for resuming service.

(H) Billing procedure for periodic charge for city water service. Water service bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.

Part 7. The provisions of this ordinance shall be applicable to all service provided or charges incurred on and after July 1, 2023.

Part 8. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect. Where that is the case, the City Council intends that the provisions of Ordinance No. 2921 that would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 9. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA pursuant to Public Resources Code section 21080(b)(8) and 21083 in conjunction with California Code of Regulations, Title 14, Chapter 3, section 15273 (CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency makes appropriate findings pursuant to this section), because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

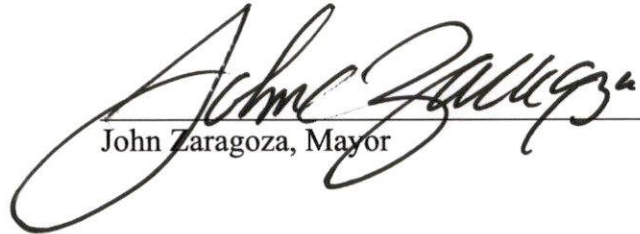
Part 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3028 was first read on May 2, 2023, finally adopted on May 16, 2023 to become effective on July 1, 2023.

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

NOES: None.

ABSENT: None.

ABSTAIN: None.


John Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 4/25/2023
Stephen M. Fischer, City Attorney

Adoption of Ordinance 3028 Establishing New Water Rates, Fees and Charges

City Council
May 16, 2023

Joseph Marcinko
Assistant Public Works Director

That the City Council:

1. Adopt Ordinance No. 3028 entitled, “Ordinance of the City Council of the City of Oxnard to Establish Water Rate and Fee Increases for Customer Use and Service from the City Water Service” ; and
2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in 14 California Code of Regulations section 15273.

- City of Oxnard provides water to over 43,000 connections with a population of over 200,000 residents.
- The water system includes ten groundwater wells, five connections with United Water, five connection with Calleguas, a reverse osmosis plant, six blending stations, and over 500 miles of water pipelines.
- Water Fund relies on revenues collected from rates.
- Safe Reliable water is necessary for public health and safety.

- August 2022: Raftelis started a water cost of service analysis and rate study to develop cost of service-based rates.
- Cost of service analysis concluded significant revenue shortfall and financial deficit if rates and fees were not adjusted.
- City Council provided guidance on the low-to-moderate capital improvement program to minimize impact to customers.

Prop 218 Notice:

- March 13-15, 2023- City completed sending Proposition 218 Public Notices.
- The Public Notice informed customers and parcel owners of the proposed rate and fee increases.
- The Public Notice provided Information on how to participate in the Public hearing and complete and submit a protest, which was included in the Notice.

Public Hearing:

- Held on May 2, 2023 City Council Chambers.
- Members of the Public offered Testimony and protests were received at the hearing.
- City Council asked questions to City Staff and Raftelis staff regarding the rate increases.
- City Council considered all information relevant to approving or denying the proposed rate increases.

Protest Count and Council Action:

- The City Clerk counted all of the Prop 218 protests in view of the public, and 1,432 protests were received.
- A majority protest was not obtained.
- Council voted 7-0 in favor of adopting the proposed water rates.
- If adopted, annual rate adjustments will begin on July 1, 2023 and be in effect until 2027.

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.

- Passage of the proposed ordinance will increase funding to the Water Enterprise Fund and provide necessary financial support needed to sustain the Water Division.
- Without passage of the new rates operations will be decreased, maintenance will be deferred, and capital projects will be stalled.



QUESTIONS