

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.



AMENDED AGENDA
Item L.12 Information/Consent - added

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Meeting Location: Council Chambers, 305 West Third Street
December 19, 2023
Closed Session - 4:30 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: 833 6270 6567
3. Passcode: 044189

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.
 - 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.

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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- 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
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL
2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))

Name of case: Donald Miller v. City of Oxnard
Workers' Compensation Case No. ADJ11415337
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: Robert Roldan v. City of Oxnard
Workers' Compensation Case Nos. ADJ12676806
Legislative Body: City Council

3. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)

Agency designated representatives: Alex Nguyen, City Manager, Jason Benites, Police Chief, and Steve Naveau, Director of Human Resources.
Employee Organization: Oxnard Peace Officers Association (OPOA)
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:30 PM)

- ## 1. Public Works Department

SUBJECT: Update on Bicycle and Pedestrian Improvements.

RECOMMENDATION: That the City Council receive a verbal update on bicycle and pedestrian

improvements.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. **SUBJECT:** Presentation of a Resolution Commending Kathleen Franco for Twenty-Two Years of Exemplary Service as a Crossing Guard for the Oxnard Police Department.

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.

1. City Manager Department

SUBJECT: Local Government Fun Fact: From local origin to global impact; a design fun fact.

RECOMMENDATION: That the public and City Council receive a City Manager discussion on the topic: From local origin to global impact; a design fun fact.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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.

2. The submission of a Fire Prevention and Safety (FP&S) grant application in an amount not to exceed \$350,000, including a 5% match for the installation of 5,000 combination smoke and carbon monoxide detectors.
3. The City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
4. The Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
5. The Fire Chief or designee to submit non-financial reports.

(The Finance and Governance Committee approved 3-0 on November 28, 2023)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

6. Police Department

SUBJECT: Sintra Group Agreement

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Sintra Group for a three (3) year term, with a total amount not to exceed \$800,000, for Police and Fire Department pre-employment background investigation services.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Denise Morehouse, (805) 385-7619

7. City Manager Department

SUBJECT: Updates to Citizen Advisory Group (CAG) Bylaws.

RECOMMENDATION: That the City Council adopt a resolution incorporating modifications to the existing Citizen Advisory Group (CAG) uniform bylaws.

(The Finance and Governance Committee approved 2-0 on November 28, 2023.)

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

8. City Manager Department

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

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period July 1, 2023 through November 30, 2023.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

9. Human Resources Department

SUBJECT: License for NEOGOV Human Resources Management System (HRMS) Software

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement No. 32400308 with Governmentjobs.com, Inc. ("NEOGOV") in the amount of \$128,548.44 for Human Resources Management System (HRMS) software.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

10. Public Works Department

SUBJECT: Agreement 32400196 with South Coast, LLC dba South Coast Emergency Vehicle Service for Maintenance, Inspection and Repair of Pierce Fire Apparatuses for the City's Fire Department.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with South Coast, LLC dba South Coast Emergency Vehicle Service for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of \$900,000 for the maintenance, inspection and repair of the City's Fire Department Pierce fire apparatuses on an on-call/as needed basis.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

11. Public Works Department

SUBJECT: Blanket Purchase Order with Flo-Systems Inc. for a Wastewater Effluent Pump and Right Angle Gear and Future Supplies.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Flo-Systems Inc. in the amount of \$400,000 for the purchase of pumps, angle gears and supplies for the Wastewater Division through June 30, 2024.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

12. Community Development Department

SUBJECT: Adoption of a resolution Extending the Deadline to Establish an Online Permitting System for Post-Entitlement Phase Permits Under California Government Code Section 65913.3.5.(AB 2234)

RECOMMENDATION: That the City Council:

1. Find the project to be Categorically Exempt from review under the California Environmental Quality Act (CEQA) Guidelines, Section 15060 (c) (2) and Section 15378;
2. Adopt a Resolution to extend the Deadline to Establish an Online Permitting System for Post-Entitlement Phase Permits Under California Government Code Section 65913.3.5.(AB 2234)

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: 2023-2024 First Annual Action Plan Amendment. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan Amendment;
2. Approve the fiscal year 2023-2024 Annual Action Plan Amendment recommending a use of Community Development Block Grant funds for acquisition, infrastructure improvements and rehabilitation of real property;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2023-2024 Annual Action Plan and authorize the budget appropriations to fund the administration and projects, including the ability to increase or decrease project funding for the balance of the funds up to \$3,035,397.42 to allow for the purchase and improvements of real property;
4. Authorize the City Manager, and his designees, to execute the required documents for the submission of the amended 2023-2024 Annual Action Plan; and
5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Annual Action Plan amendments.

(This item did not originate in Committee.)

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

<https://youtu.be/6nqoUyBTg9o>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Housing Department

SUBJECT: 2020 Annual Action Plan Sixth Amendment – Emergency Shelter Grant CARES Act. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the fiscal year 2020 Annual Action Plan Amendment;
2. Approve the fiscal year 2020-2021 Amended Annual Action Plan;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020 Annual Action Plan and authorize the budget appropriations to fund the administration and projects;
4. Authorize the City Manager, and his designees, to execute the required documents to submit the 2020-2021 Amended Annual Action Plan to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Amended Annual Action Plan

(This item did not originate in Committee.)

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

<https://youtu.be/OAVZdLuMMW4>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

N. REPORTS

1. City Manager Department

SUBJECT: City Treasurer's annual investment policy for the period ending July 2024. (10 minutes)

RECOMMENDATION: That the City Council adopt a resolution adopting the FY 2023-24 investment policy for the City of Oxnard.

(This item did not originate in Committee.)

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

<https://youtu.be/SogZj8taW9c>

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

2. Fire Department

SUBJECT: Ratification of authorization for the Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California’s Employment Development Department (EDD) to provide EMT training to young people in Ventura County. (10 minutes)

RECOMMENDATION: That the City Council:

1. Authorizes the Oxnard Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County in the amount of \$2,750,000. There are no matching funds required.
2. Authorize the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. Authorize the Fire Chief or designee to submit non-financial reports.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 28, 2023 to approve the staff recommendation and to forward the item for Council approval.)

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

<https://youtu.be/LeuoAWu1Y6A>

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

3. Housing Department

SUBJECT: Authorize the Housing Director to Execute a Subordination Agreement with Peoples' Self Help Housing and the California Department of Housing and Community Development for Cypress Place at Garden City Phase I. (10 minutes)

RECOMMENDATION: That the City Council authorize the Housing Director to execute a Subordination Agreement, and any and all related documents thereto, with Peoples' Self Help Housing and the California Department of Housing and Community Development for Cypress Place at Garden City.

(This item did not originate in Committee.)

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

<https://youtu.be/vu3t0LksZTA>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

4. Public Works Department

SUBJECT: The Selection of Option 2 for the Mandated California Air Resources Board Advanced Clean Fleets Regulations. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve "Option 2" as allowed under the Advanced Clean Fleets (ACF) Regulation which mandates local governments to undertake certain actions to implement Zero Emission Vehicles (ZEV) for their fleets beginning on January 1, 2024.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the December 12, 2023 Public Works and Transportation Committee. Staff is available to answer any questions.)

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

<https://youtu.be/KxLWZI9Sv9U>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed \$1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

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

<https://youtu.be/qeUUWJVgcQE>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Agreement 32400277 with Aquatic Bioassay and Consulting Laboratories, Inc. for Channel Islands Harbor Water Quality Monitoring and Consulting Services. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement 32400277 with Aquatic Bioassay and Consulting Laboratories, Inc. for Channel Islands Harbor Water Quality Monitoring and Consulting Services in the amount not to exceed \$99,441 for a seven-month term, ending June 30, 2024.

(This item did not originate in Committee because it is a continuation of existing services already included in the FY 2023-24 City Council-approved Special Districts budget)

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

<https://youtu.be/D56tCfJaDE0>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

O. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING KATHLEEN FRANCO FOR OVER TWENTY-TWO YEARS OF
EXEMPLARY SERVICE TO THE CITY OF OXNARD.

WHEREAS, Kathleen Franco has given over twenty-two years of exemplary service as an employee of the City of Oxnard. Kathleen began her career with the City of Oxnard as a Crossing Guard on September 10, 2001; and

WHEREAS, Kathleen, throughout her career, held the best interest of the City. She always made an effort to show up to work with a positive attitude. She always provided exceptional service to the families she interacted with. The relationships she built made her a role model in the community; and

WHEREAS, Kathleen safely crossed kids across numerous intersections in Oxnard on a daily basis. She set a high standard for her position. She always prioritized the safety of the kids and was aware of the importance of her job.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Kathleen Franco for over twenty-two years of exemplary service to the City of Oxnard and extends best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: December 19, 2023

TO: City Council

FROM: Dee Lai, Assistant City Clerk, (805) 385-8200, dee.lai@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of November 21, 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: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 11 21 2023 Council Minutes

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
November 21, 2023

A. ROLL CALL, POSTING OF AGENDA

At 4:45 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Dee Lai, Assistant City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Due to a just-cause reason of being positive for COVID, Councilmember Valenzuela Zavala participated virtually at the meeting. He indicated that no one over the age of 18 was present with him during the meeting.

Councilmember Oscar Madrigal was absent. Councilwoman Basua arrived at 5:09 p.m.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received.

C. CLOSED SESSION (4:45 PM)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)).
Name of case: City of Camden, et al. v. 3M Company United States District Court
Case No. 2:23-cv-03147-RMG
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)).
Name of case: City of Camden, et al. v. E.I. DuPont de Nemours and Company, et al. United States District Court
Case No. 2:23-cv-03230-RMG
Legislative Body: City Council

At 4:47 p.m., the City Council recessed into a closed session. At 5:41 p.m., the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney, announced that no reportable actions resulted from the closed session for items C.1. and C.2.

D. APPOINTMENT ITEMS (5:30 PM)

1. City Manager Department
SUBJECT: Ventura County Civic Alliance State of the Region Report. (30 minutes)
RECOMMENDATION: That the City Council receive the State of Region Report from the Ventura Civic Alliance.

David Maron, Vice Chair of Ventura County Civic Alliance, presented the State of Region Report and

answered the City Council's questions.

No public comments were received.

E. OPENING CEREMONIES (6:00 PM)

Councilmember Teran led the pledge of allegiance followed by a moment of silence.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of November, 2023 as "Family Caregivers Month."

Mayor Zaragoza read the Proclamation and delivered it to the caregivers. The caregivers joined the Council on the dais to accept the Proclamation.

Public comments were received from Susie Valencia and Jasmine Duran.

2. SUBJECT: Presentation of a Proclamation Designating December 1, 2023 as "World AIDS Day."

Mayor Zaragoza read the Proclamation and delivered it to Edgar Euan and Christopher Ornelas from Diversity Collective. Edgar and Christopher joined the Council on the dais to accept the Proclamation, thanked the Council, and spoke briefly.

No public comments were received.

3. SUBJECT: Special Guest from the North Pole.

This item was rescheduled for the December 5, 2023 City Council meeting.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Devina, Anthony Ventura, Alejandro Perez, Lang Martinez, and Bishop Lamont Chiles-Hayes.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: Local Government Fun Fact: Homeless Crisis.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion: putting the State of California's Homeless Crisis in Perspective.

Alex Nguyen, City Manager, provided information on homeless crisis.

Public comments were received from Manuel Herrera and Barbara Macri-Ortiz.

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

The members of the Council provided brief announcements regarding their various activities.

Councilwoman Basua requested that staff present to City Council, for consideration as a future agenda item, an

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ordinance regarding the regulation of contractors' permit, and compensation of their workers. The City Council supported Councilwoman Basua's request.

No public comments were received.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L.4 were discussed among the Council and staff

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

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

2. Public Works Department

SUBJECT: Purchase Order with Rush Truck Centers for a Vacuum Truck for the Wastewater Division.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute a Purchase Order with Rush Truck Centers in the amount of \$471,762.84 for the purchase of a vacuum truck for the Wastewater Division.

(Public Works and Transportation Committee approved 3-0 on October 24, 2023)

3. Fire Department

SUBJECT: Authorize reappropriation of budgeted Measure O Funds in the amount of \$102,000 to fund the replacement of a breathing air compressor at Fire Station One

RECOMMENDATION: That the City Council approve reappropriating a portion of funds (\$102,000) budgeted for grant matches in Fiscal Year 2023-24 Measure O Fund (Fund 104) and the corresponding Capital Outlay Fund (301) to instead, utilize those funds to replace a 20-year-old breathing air compressor used in refilling firefighter self-contained breathing apparatuses (SCBA).

(This item did not originate in Committee.)

4. City Attorney Department

SUBJECT: Ordinance of the City Council Prohibiting Single-Use Plastic Foodware

RECOMMENDATION: That the City Council adopt the **Ordinance No. 3033** entitled: "Ordinance of the City Council of the City of Oxnard, California Amending Article XXIV of Chapter 7 of the Oxnard City Code Prohibiting the Use and Distribution of Single-Use Plastic Foodware."

(This item is exempt from CEQA pursuant to Title 14 of the California Rules of Regulation section 15061(b)(3))

(Public Works and Transportation Committee approved 3-0)

Consent Item L.1, L.2, and L.3

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

Consent Item L.4

It was moved by Councilwoman Basua, seconded by Mayor Zaragoza, to approve the recommended action as presented. VOTE: Basua, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 5-1. Mayor Pro Tem MacDonald voted no. Councilmember Madrigal was absent.

M. REPORTS

1. **Community Development Department**

SUBJECT: Commercial Cannabis Financial Auditing Services Agreement with Avenu Insights & Analytics, LLC (10 minutes).

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a 3-year agreement (with an option for two 1-year extensions) (Agreement No. 3240018) with Avenu Insights & Analytics, LLC. ("Avenu"), in an amount not to exceed \$570,000 for commercial cannabis financial auditing services.

(The Finance and Governance Committee approved 2-0 (Council member Basua absent) on October 24, 2023 to approve the staff recommendation and to forward the item for Council approval.)

Mat Simpkins, Management Analyst, Kathleen Mallory, Planning and Sustainability Manager, Jeff Pengilley, Community Development Director, and Christopher Wills, Senior Audit Manager, were available to answer questions. No public comments were received. Discussion ensued among the council and staff.

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

2. **Community Development Department**

SUBJECT: Revision to the Planning Commission Rules and Procedures (Bylaws) (20 minutes)

RECOMMENDATION: That the City Council approve a **Resolution No. 15,751** adopting proposed revisions to the Planning Commission Rules and Procedures (Bylaws) with staff's recommended changes.

(The Finance & Governance Committee approved 2-0 (Council Member Basua absent) on October 24, 2023 to approve the staff recommendation and to forward the item for Council approval.)

Joe Pearson II, AICP, Planning and Environmental Services Manager and Jeff Pengilley, Community Development Director, were available to answer questions. No public comments were received. Discussion ensued among the council and staff.

It was moved by Councilmember Teran, seconded by Councilmember Perello, to approve the recommended

action with the amendment of Rule 7.B.1 to read as follows:

1. The Commission encourages the public to prepare and send written communications that may assist the Commission in its deliberations on an item. The correspondent is requested to provide fifteen copies, no larger than page size 11x17 of all written material for members, the recording secretary, staff, file, and the public with the below specifications:
 - a. Font Size: Minimum 12-point font.
 - b. Spacing: Single
 - c. Page Limitation (double-sided equivalent):
 - i. 3 days prior to meeting by 5:00 P.M.: 5 pages maximum, including exhibits
 - ii. Between 3 days prior to meeting at 5:00 P.M. to the meeting: 1 page maximum, including exhibits

VOTE: Basua, MacDonald, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 6-0. Councilmember Madrigal was absent.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:29 p.m.

DEE LAI
Assistant City Clerk

JOHN C. ZARAGOZA
Mayor



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

DATE: December 19, 2023

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 385-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees for the fiscal year and five years ending June 30, 2023 (20 minutes).

RECOMMENDATION

That the City Council receive and file the AB1600 annual development impact fee report and the five-year report for the fiscal year ended June 30, 2023.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)

BACKGROUND

Development Impact Fees (DIFs) are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an applicant in connection with approval of a development project. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The Mitigation Fee Act (Act), commonly known as Assembly Bill 1600 (AB1600), was adopted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 was enacted to ensure that new development mitigates its impact on the City's infrastructure.

AB1600 requires that agencies report annually on the fees collected and the use of those fees. The specific requirements are:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

Moreover, Government Code Section 66001(d) requires that for the fifth year following the first deposit into a DIF account or fund, and every five (5) thereafter, the local agency shall make all of the following findings with respect to that

portion of the account or fund remaining unexpended, whether committed or uncommitted:

1. Identify the purpose for which the fee is to be expended.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing for incomplete improvements.
4. Designate the approximate dates on which the funding referred to in item 3 above is expected to be deposited into the appropriate account or fund.

DISCUSSION

The City Council last approved the required annual report on the City's development impact fees on January 3, 2023 for the fiscal years ended June 30, 2022. The City has contracted with Harris & Associates, Inc. to prepare the required AB1600 Report for the fiscal year ended June 30, 2023. The attached report (Attachment 1) provides all of the required information as noted in the Background section above for the fiscal year ended June 30, 2023.

The City's Affordable Housing and utility undergrounding In-Lieu fees are also included in this report. These are fees that developers may elect to pay in-lieu of building the required inclusionary units or undergrounding their fronting utilities. With the additional inclusion of In-Lieu fees, this report has been expanded to also report on the five-year requirements of AB1600. This report will serve as the City of Oxnard's AB1600 five year report for the fiscal year starting July 1, 2018, and ending June 30, 2023.

Improvements to the City's infrastructure are identified to meet current needs and to accommodate future growth. The governing document identifying these improvements may be the Capital Improvement Program (CIP), an Environmental Impact Report, a master plan, or a specific City Council action. The City CIP Staff are currently working on an updated CIP which has also influenced the projects identified in the report.

New development that benefits from a particular improvement pays its pro-rata share of that improvement. Usually, the pro-rata share (fee) collected does not fully fund the infrastructure so other City resources are included. When an improvement benefitting a property has been constructed by the City, the new development's pro-rata share (fee) reimburses the City. If a developer has constructed an improvement, they receive reimbursement from fees collected by the City from other developments that contributed to the fee program that infrastructure is a part of. For relevant projects, the attached report shows how much of the project is funded with fees. The dates of the improvements are dependent upon the rate of development and the collection of sufficient revenues to complete the improvements.

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 direct financial impact to receive and file this report.

AB1600 allows a local agency to impose fees in connection with approval of a development project to defray all or a portion of the cost of public facilities related to that development project. If the local agency does not identify a specific use for the funds collected or uses of the funds for the specified public facility, it is required to refund, on a pro rata basis to the current record owner(s), the unexpended portion of the fee and any interest accrued thereon.

COMMITTEE OUTCOME

As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.

Prepared by: Beth Vo, Assistant Chief Financial Officer

ATTACHMENTS

1. FY 22-23 AB1600 Report



AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees City of Oxnard



For the Fiscal Year and Five Years Ending June 30, 2023

Prepared by:



Harris & Associates.

101 Progress, Suite 250 | Irvine, CA | 92618

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Executive Summary

Development Impact Fees (DIFs) are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their Development Impact Fee (DIF) program in accordance with California Assembly Bill 1600 (AB1600). This report will serve as the City of Oxnard's AB1600 report for the fiscal year starting July 1, 2022, and ending June 30, 2023 (FY 22-23).

The City's In-Lieu fees that new development may choose to pay in lieu of mitigating their impacts through construction are also included in this report. With the additional inclusion of In-Lieu fees, this report has been expanded to also report on the five-year requirements of AB1600. This report will serve as the City of Oxnard's AB1600 five year report for the fiscal year starting July 1, 2018, and ending June 30, 2023.

The fees for Parks and Recreation, Storm Drain, Traffic Circulation, Growth Requirement Capital (Residential and Non-Residential), Public Art Program, Utility Undergrounding In-Lieu, and Affordable Housing In-Lieu were updated on May 19, 2020, by Resolution 15,329 adopting the City of Oxnard Development Impact Fee Nexus Study (April 2020) and Resolution 15,330 adopting the Affordable Housing In Lieu Fee Nexus Study (April 2020). To assist developers with adjusting to the new rates, Council adopted a phased in approach based upon level of fee increase and comparison with surrounding jurisdiction DIFs. The updated fees became effective July 18, 2020, and are adjusted annually using the June Engineering News Record Construction Cost Increase for the Los Angeles region.

The City of Oxnard currently collects the Development Impact Fees and In-Lieu fees listed in the table below. The City fund numbers have been revised to reflect the City's new financial system.

Fee	New Fund Number	Previous Fund Number
Parks and Recreation Fee	350-8020	352
Storm Drain Facility Fee	350-8030	353
Traffic Circulation Fee	350-8040	354
Growth Requirement Capital Fee (Residential & Non-Residential)	350-8050 & 350-8060	355 & 356
Mobility Fee	350-8055	357
Art in Public Places Fee	350-8080	547
Water Resource Development Fee	603	603
Water Capital Facility Charge	605	605
Wastewater Collection Connection & Treatment Fee	613	613/623
Affordable Housing In-Lieu Fee	360-7050	371
Utility Undergrounding In-Lieu Fee	350-8070	358

Section 1 – Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identification of the purpose to which the fees are to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identification of all sources and amounts of funding anticipated to complete financing for incomplete improvements identified as part of the City's annual report
4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for FY 22-23, as well as the five-year report for FY 18-19 through FY 22-23. The City previously completed a five-year report in FY 19-20.

Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any transfers or loans are also identified as well as any refunds from the account.

Fund 350-8020: Park and Recreation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Park and Recreation Fee requires that all new residential development pay a one-time fee per residential unit to fund the construction of new parks. The Park and Recreation Fee was originally established by Ordinances 1421, 1448, 1696, 1949, and 2031 and was updated in 2020 via Resolution 15,329.



Requirement 2. Amount of the fee.

The Park and Recreation Fee for FY 22-23 is summarized in Table 1.

Table 1: Park and Recreation Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (per DU)		
Single Family	\$5,307	\$6,993
Multi Family	\$3,531	\$4,624
Non-Residential		
All Non-Residential	Exempt	Exempt

Requirement 3. Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the Park and Recreation Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the Park and Recreation Fee during FY 22-23.

Table 2: Park and Recreation Fee Fund Summary	
Fund No. 350-8020	
Park and Recreation Fee	
Beginning Fund Balance as of July 1, 2022	\$691,918.66
Revenues	
Fees Collected	\$142,884.93
Interest Earned	\$15,208.54
Fair Market Value Adjustment ¹	(\$13,518.21)
Other Revenues	\$0.00
Total Revenues	\$144,575.26
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$736.00)
Total Expenses	(\$736.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$835,757.92
1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.	
2) Indirect Charges include central services expenses related to administering the fee program.	

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 displays the expenditures on Park and Recreation Fee projects for FY 22-23.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 3 summarizes the planned future expenditures for the Park and Recreation Fee and the anticipated construction start date.

Table 3: Park and Recreation Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ²
C9001 / 905701	Cabrillo Neighborhood Park	\$ 161,045.00	\$ -	\$ -	\$ 161,045.00	100%	FY 27-28
C9401 / 945702	Citywide Park Improvement Program	\$ 322,292.00	\$ 43,546.70	\$ -	\$ 278,745.30	100%	FY 27-28
C2104	Campus Park Activation	\$ 8,500,000.00	\$ -		\$ 850,000.00	10%	FY 24-25
n/a	Skatepark in Colonia	\$ 3,000,000.00	\$ -		\$ 300,000.00	10%	FY 24-25
-	Indirect Charges ³	\$ -	\$ -	\$ 736.00	\$ -	-	n/a
GRAND TOTAL		\$ 11,983,337.00	\$ 43,546.70	\$ 736.00	\$ 1,589,790.30		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds and staff resources.

3) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8030: Storm Drain Facility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Drainage Master Plan. The City's Storm Drain Facility Fees were based on Ordinance 2258 and Resolution 10274 and were updated as part of the 2020 DIF update via Resolution 15,329.



Requirement 2. Amount of the fee.

The Storm Drain Facility Fee for FY 22-23 is summarized in Table 4 below.

Table 4: Storm Drain Facility Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (<i>per gross AC</i>)		
Single Family	\$18,609	\$21,263
Multi Family	\$25,587	\$29,237
Non-Residential (<i>per gross AC</i>)		
All Non-Residential	\$25,587	\$29,237

Requirement 3. Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the Storm Drain Facility Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the Storm Drain Facility Fee during FY 22-23.

Table 5: Storm Drain Facility Fee Fund Summary

Fund No. 350-8030

Storm Drain Facility Fee

Beginning Fund Balance as of July 1, 2022	\$8,472,768.66
Revenues	
Fees Collected	\$1,556,717.27
Interest Earned	\$193,463.25
Fair Market Value Adjustment ¹	(\$172,546.86)
Other Revenues	\$0.00
Total Revenues	\$1,577,633.66
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$17,953.00)
Total Expenses	(\$17,953.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$10,032,449.32

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on storm drain projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 6 summarizes the planned future expenditures for the Storm Drain Facility Fee. The City's CIP budget team is aware of the available funds for Storm Drain projects and are in the process of identifying applicable projects in the next CIP Budget Plan.

Table 6: Storm Drain Facility Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ²
n/a	Citywide SD Construction	\$ 13,450,000.00	\$ -	\$ -	\$ 13,450,000.00	100%	FY 27-28
-	Indirect Charges ³	-	-	\$ 17,953.00	-	-	n/a
GRAND TOTAL		\$ 13,450,000.00	\$ -	\$ 17,953.00	\$ 13,450,000.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds.

3) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8040: Traffic Circulation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City charges a fee to all new development and redevelopment in the City that generates additional vehicular trips above what can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system. The City's Traffic Circulation Fee (Formerly Circulation System Improvement Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890 and was updated and renamed to the Traffic Circulation Fee during the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Traffic Circulation Fees for FY 22-23 are summarized in Table 7.

Table 7: Traffic Circulation Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (per DU)		
Single Family	\$10,480.53	\$10,919.84
Mobile Home	\$5,550.85	\$5,783.52
Low-Rise Multi Family	\$8,125.66	\$8,466.25
Mid-Rise Multi Family	\$6,040.06	\$6,293.24
High-Rise Multi Family	\$4,940.41	\$5,147.49
Senior Housing	\$4,440.47	\$4,626.59
Commercial (per 1,000 SF)		
Office	\$10,813.11	\$11,266.36
Medical Office	\$6,494.95	\$6,767.19
General Commercial (C2)	\$7,037.80	\$7,332.80
Light Industrial	\$5,505.79	\$5,736.57
Warehouse	\$1,931.10	\$2,012.05
New Car Sales	\$6,605.45	\$6,882.32
Church	\$4,417.94	\$4,603.12
Restaurant	\$20,926.73	\$21,803.90
Fast Food w/ Drive Thru	\$109,796.13	\$114,398.39
Fueling Station w/ Car Wash		
Self Service Car Wash (per Stall)	\$29,130.70	\$30,351.76
Gas Station (per fueling station)	\$34,443.00	\$45,924.00
Hotel/Motel (per Room)		
All Hotel/Motel	\$5,407.09	\$5,633.74
Other (per Average Daily Trip)		
Other Uses Not Noted	\$1,110.38	\$1,156.93

Requirement 3. Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the Traffic Circulation Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the Traffic Circulation Fee during FY 22-23.

Table 8: Traffic Circulation Fee Fund Summary	
Fund No. 350-8040	
Traffic Circulation Fee	
Beginning Fund Balance as of July 1, 2022	\$15,582,997.65
Revenues	
Fees Collected	\$1,311,558.40
Interest Earned	\$311,673.26
Fair Market Value Adjustment ¹	(\$238,759.82)
Other Revenues	\$0.00
Total Revenues	\$1,384,471.84
Expenses	
Project Expenses	(\$953,378.64)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$16,199.00)
Total Expenses	(\$969,577.64)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$15,997,891.85

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 9 summarizes the expenditures this past year on Traffic Circulation Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 9 summarizes the planned future expenditures for the Traffic Circulation Fee projects.

Table 9: Traffic Circulation Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23		% Funded by Fee ²	Approx. Construction Start Date ³
				Actual Expenditures	Future Expenditures		
C1301 / 133101	Rice Avenue & Fifth Street Railroad Grade Separation	\$ 131,800,000.00	\$ 772,160.90	\$ 11,846.79	\$ 5,647,088.31	4.88%	In Progress
C1703 / 173102	Oxnard Boulevard & Saviers Road Signal Improvements	\$ 3,208,956.00	\$ 37,025.65	\$ 34,383.03	\$ 655,157.32	22.64%	In Progress
C1801 / 183101	Oxnard Boulevard Bicycle Facilities Installation	\$ 2,747,978.00	\$ 26,686.72	\$ 16,971.50	\$ 665,169.78	25.79%	In Progress
C1808 / 183114	Traffic Signal Modifications	\$ 3,869,273.00	\$ 25,007.64	\$ 27.00	\$ 0.36	0.65%	In Progress
C2003 / 203101	Adaptive Traffic Signal	\$ 1,852,000.00	\$ 288,514.23	\$ 754,255.82	\$ 809,229.95	100%	In Progress
C2006 / 203106	Traffic Signal Modernization	\$ 6,800,000.00	\$ 267,693.68	\$ 135,894.50	\$ 6,396,411.82	100%	In Progress
C2213 / 223110	US 101 Del Norte Interchange Upgrade ⁴	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	FY 28-29
C2304 / 233101	Five Points Intersection Modernization	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	FY 24-25
n/a	Traffic Circulation Improvements Fee Study	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	100%	FY 27-28
n/a	Traffic Signal Timing	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	100%	FY 27-28
-	Indirect Charges ⁵	-	-	\$ 16,199.00	-	-	n/a
GRAND TOTAL		\$ 152,128,207.00	\$ 1,417,088.82	\$ 969,577.64	\$ 16,023,057.54		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Project start date anticipated to begin FY28-29 due to Caltrans right of way oversight and funding delay.

5) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23

Funds 350-8050 & 350-8060: Growth Requirement Capital Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City's Growth Requirement Capital Fee funds general governmental facilities such as Fire and Police Stations, City Hall, Corporation Yards, and Recreation Facilities. The fee is based on Ordinance 2258 and Resolutions 10275, 10996, and 12975 and was updated as part of the 2020 DIF update via Resolution 15,329. The fee is collected based on additional covered space created by any new development. There are two separate funds for this fee. Fund 355 is for residential fees and Fund 356 is for non-residential fees.



Requirement 2. Amount of the fee.

The Growth Requirement Capital Fee for FY 22-23 is summarized in Table 10.

Table 10: Growth Requirement Capital Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (Fund 355)		
Single Family (<i>per DU</i>)	\$5,182	\$5,981
Multi Family (<i>per DU</i>)	\$3,256	\$3,955
Non-Residential (Fund 356)		
Retail (<i>per 1,000 building SF</i>)	\$1,664	\$2,018
Office (<i>per 1,000 building SF</i>)	\$1,957	\$2,409
Industrial (<i>per 1,000 building SF</i>)	\$915.13	\$953.49
Hotel (<i>per Room</i>)	\$452	\$603

Requirement 3. Beginning and ending balance in the account or fund.

Table 11 and Table 12 summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for FY 22-23. Table 11 summarizes the residential fee and Table 12 summarizes the non-residential fee.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 11 and Table 12 summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during FY 22-23. Table 11 summarizes the residential fee and Table 12 summarizes the non-residential fee.

Table 11: Growth Requirement Capital Fee (Residential) Fund Summary

Fund 350-8050	
Growth Requirement Capital Fee (Residential)	
Beginning Fund Balance as of July 1, 2022	\$1,419,327.56
Revenues	
Fees Collected	\$233,254.45
Interest Earned	\$29,580.49
Fair Market Value Adjustment ¹	(\$8,109.60)
Other Revenues	\$0.00
Total Revenues	\$254,725.34
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$12,376.25)
Total Expenses	(\$12,376.25)
Transfers In	\$0.00
Transfers Out³	(\$434,373.00)
Ending Balance as of June 30, 2023	\$1,227,303.65

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

3) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Table 12: Growth Requirement Capital Fee (Non-Residential) Fund Summary

Fund 350-8060	
Growth Requirement Capital Fee (Non-Residential)	
Beginning Fund Balance as of July 1, 2022	\$2,456,669.09
Revenues	
Fees Collected	\$20,194.38
Interest Earned	\$47,869.07
Fair Market Value Adjustment ¹	(\$27,093.05)
Other Revenues	\$0.00
Total Revenues	\$40,970.40
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$631.00)
Total Expenses	(\$631.00)
Transfers In	\$0.00
Transfers Out³	(\$137,401.00)
Ending Balance as of June 30, 2023	\$2,359,607.49

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

3) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 13 and Table 14 summarize the expenditures this past year on Growth Requirement Capital Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 13 and Table 14 summarize the planned future expenditures for the Growth Requirement Capital Fee projects.

Table 13: Growth Requirement Capital Fee (Residential) Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C1702 / 172201	Fire Station 4 Rebuild	\$ 5,800,000.00	\$ -	\$ -	\$ 2,900,000.00	50.00%	FY 25-26
C2255 / 22AR54	Oxnard Fire Stations No. 2, 3, 5	\$ 3,550,000.00	\$ -	\$ -	\$ 1,775,000.00	50.00%	FY 25-26
-	Professional Services/Contract ⁴	-	-	\$ 10,611.25	\$ -	-	n/a
-	Indirect Charges ⁵	-	-	\$ 1,765.00	\$ -	-	n/a
TOTAL PROJECT EXPENSES		\$ 9,350,000.00	\$ -	\$ 12,376.25	\$ 4,675,000.00		
-	Bond Payments - Civic Center Phase 2 ⁶	n/a	n/a	\$ 434,373.00	\$ 3,330,679.00	25.50%	n/a
GRAND TOTAL		\$ 9,350,000.00	\$ -	\$ 446,749.25	\$ 8,005,679.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Charges related to consulting services for development impact fee reporting requirements.

5) Indirect Charges include central services expenses related to administering the fee program.

6) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Table 14: Growth Requirement Capital Fee (Non-Residential) Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C1702 / 172201	Fire Station 4 Rebuild Design	\$ 3,250,000.00	\$ -	\$ -	\$ 1,625,000.00	50.00%	FY 25-26
C2255 / 22AR54	Fire Station 2,3,5 Architecture/Design	\$ 3,550,000.00	\$ -	\$ -	\$ 1,775,000.00	50.00%	FY 25-26
-	Indirect Charges ⁴	-	-	\$ 631.00	-	-	n/a
TOTAL PROJECT EXPENSES		\$ 6,800,000.00	\$ -	\$ 631.00	\$ 3,400,000.00		
-	Bond Payments - Civic Center Phase 2 ⁵	n/a	n/a	\$ 137,401.00	\$ 1,110,226.00	8.50%	n/a
GRAND TOTAL		\$ 6,800,000.00	\$ -	\$ 138,032.00	\$ 4,510,226.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Indirect Charges include central services expenses related to administering the fee program.

5) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Fund 350-8050 had a transfer of \$434,373.00 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 350-8060 had a transfer of \$137,401.00 for debt service payment on the same bonds.

The Variable Rate Demand Lease Revenue Refunding Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 for \$24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2 Project. This debt was refunded on April 30, 2018 as part of the Lease Revenue Refunding Bonds Series 2018. The outstanding balance as of June 30, 2023 is \$20,855,000. The impact fee funds 21.29% (or 34% of 62.63% portion of the bond repayment), which means there is an outstanding balance of \$4,440,905 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 350-8050 and 25% from Fund 350-8060. This means there is an outstanding obligation of \$3,330,679 for Fund 350-8050 and \$1,110,226 for Fund 350-8060. The payments on these bonds constitute the City's obligations that exist through the maturity date of the bonds on June 1, 2036.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8055: Mobility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Mobility Fee covers the cost to mitigate the effects of new development on the City's mobility facilities including sidewalks, bike lanes, pedestrian bridges, and other similar facilities that are necessary to improve connectivity within the City, improve bicycle and pedestrian safety, improve bicycle and pedestrian access to public transportation stops and stations, and increase bicycle mode sharing. This fee was created in the 2020 update by Resolution 15,329.



Requirement 2. Amount of the fee.

The Mobility Fee for FY 22-23 is summarized in Table 15.

Table 15: Mobility Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (per DU)		
Single Family	\$2,547	\$3,396
Multi Family	\$1,684	\$2,245
Non-Residential (per 1,000 SF)		
Retail	\$860	\$1,146
Office	\$1,025	\$1,367
Industrial	\$364	\$485
Hotel (per Room)	\$257	\$342

Requirement 3. Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the Mobility Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the Mobility Fee for FY 22-23.

Table 16: Mobility Fee Fund Summary

Fund 350-8055	
Mobility Fee	
Beginning Fund Balance as of July 1, 2022	\$722,541.88
Revenues	
Fees Collected	\$79,754.51
Interest Earned	\$14,828.27
Fair Market Value Adjustment ¹	(\$11,840.22)
Other Revenues	\$0.00
Total Revenues	\$82,742.56
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$805,284.44

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 17 summarizes the expenditures this past year on Mobility Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 17 summarizes the planned future expenditures for the Mobility Fee projects.

Table 17: Mobility Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23		Future Expenditures	% Funded by Fee	Approx. Construction Start Date ²
				Actual Expenditures				
n/a	Wooley Road Pedestrian Improvements ³	\$ 2,400,000.00	\$ -	\$ -		\$ 2,400,000.00	100%	FY 27-28
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge ^{3,4}	\$ 18,000,000.00	\$ -	\$ -		\$ 250,000.00	1.39%	FY 28-29
GRAND TOTAL		\$ 20,400,000.00	\$ -	\$ -		\$ 2,650,000.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds.

3) Project is identified in the City of Oxnard 2022-2027 Capital Improvement Program as unfunded but qualifies for funding from the Mobility Fee Fund.

4) Approximate Construction Start Date is FY28-29 due to NEPA and right-of-way requirements for grant funding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8080: Public Art Program Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Public Art Program Fee is based on Resolutions No. 9813, 12290, 13013, 13736, and 14124 and was updated as part of 2020 DIF update via Resolution 15,329. The purpose of the program is to install works of art in conjunction with new development in locations accessible to the public. This fee is designed to enhance the City's appearance and mitigate certain effects of development projects. All new development projects pay this fee.



Requirement 2. Amount of the fee.

The Public Art Program Fee for FY 22-23 is summarized in Table 18.

Table 18: Public Art Program Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
All New Development (<i>per building SF</i>)	\$0.30	\$0.33

Requirement 3. Beginning and ending balance in the account or fund.

Table 19 summarizes the beginning and ending fund balances for the Public Art Program Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 19 summarizes the fees collected and the interest earned for the Public Art Program Fee during FY 22-23.

Table 19: Public Art Program Fee Fund Summary

Fund 350-8080

Public Art Program Fee

Beginning Fund Balance as of July 1, 2022	\$1,157,982.27
Revenues	
Fees Collected	\$53,521.54
Interest Earned	\$0.00
Fair Market Value Adjustment ¹	\$0.00
Other Revenues	\$0.00
Total Revenues	\$53,521.54
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$1,054.00)
Total Expenses	(\$1,054.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$1,210,449.81

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 20 summarizes the expenditures this past year on Public Art Program Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 20 summarizes planned future expenditures for Public Art Program Fee projects. The City's CIP budget team is aware of the additional funds available for Public Art projects and are in the process of identifying further applicable projects. Public Art projects require advanced planning time as it involves multiple stakeholders and evolving design processes.

Table 20: Public Art Program Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
n/a	Downtown Mural Program	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress
n/a	Oxnard Sculptures Program	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress
n/a	Citywide Mural Program	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	In Progress
-	Indirect Charges ²	-	-	\$ 1,054.00	-	-	n/a
GRAND TOTAL		\$ 700,000.00	\$ -	\$ 1,054.00	\$ 700,000.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds.

3) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Funds 603 & 605: Water Resource Development Fee & Capital Facility Charge

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded, or additional service connections based on the diameter of the meter installation directly related to the volume of water required for the new, expanded, or additional service connection.



The Water Resource Development Fee pays for the development of new water resources, such as recycled water, to offset demand by new customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624 consistent with the requirement of Government Code Sections 54999 through 54999.6.

The Water Capital Facility Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission, and distribution facilities. The Water Capital Facility Charge was adopted by Resolution 9717.

Requirement 2. Amount of the fee.

The Water Resource Development Fee and Capital Facility Charge for FY 22-23 are summarized in Table 21.

Table 21: Water Resource Development Fee and Capital Facility Charge

Water Meter Size	Water Resource Development Fee	Capital Facility Charge	Total Fees
3/4"	\$2,792	\$341	\$3,133
1"	\$5,583	\$682	\$6,265
1 1/2 "	\$8,375	\$1,023	\$9,398
2"	\$13,958	\$1,706	\$15,664
3"	\$30,708	\$3,752	\$34,460
4"	\$47,458	\$5,799	\$53,257
6"	\$92,125	\$11,257	\$103,382
8"	\$147,958	\$18,080	\$166,038
10"	\$315,457	\$38,548	\$354,005
12"	\$502,498	\$61,404	\$563,902

Requirement 3. Beginning and ending balance in the account or fund.

Table 22 and Table 23 summarize the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 22 and Table 23 summarize the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during FY 22-23.

Table 22: Water Resource Development Fee Fund Summary

Fund 603

Water Resource Development Fee

Beginning Fund Balance as of July 1, 2022	\$17,681,128.07
Revenues	
Fees Collected	\$664,435.00
Interest Earned	\$354,830.50
Fair Market Value Adjustment ¹	(\$227,577.80)
Other Revenues	\$8,956.05
Total Revenues	\$800,643.75
Expenses	
Project Expenses	(\$26,530.43)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$20,094.00)
Total Expenses	(\$46,624.43)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$18,435,147.39

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

**Table 23: Water Capital Facility Charge Fund Summary
Fund 605**

Water Capital Facility Charge

Beginning Fund Balance as of July 1, 2022	\$1,507,464.57
Revenues	
Fees Collected	\$80,492.00
Interest Earned	\$30,566.12
Fair Market Value Adjustment ¹	(\$16,535.61)
Other Revenues	\$0.00
Total Revenues	\$94,522.51
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$4,177.00)
Total Expenses	(\$4,177.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$1,597,810.08

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees. Table 24 and Table 25 summarize the expenditure for this past year for the Water Resource Development Fee and Capital Facility Charge.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Table 24 and Table 25 summarize the planned future expenditures for the Water Resource Development Fee and Capital Facility Charge.

Table 24: Water Resource Development Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C1001 / 106002	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	\$ 30,376,345.00	\$ 2,063,726.28	\$ 9,163.45	\$ -	39.10%	Completed
C1101 / 116505	Great ASR Wells	\$ 2,574,419.00	\$ 693,919.98	\$ 17,366.98	\$ 30,103.00	28.80%	In Progress
C2021	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	\$ 8,574,419.00	\$ -	\$ -	\$ 643,271.00	7.50%	FY 27-28
n/a	Recycled Water: AWPFF Improvements Phase I	\$ 1,000,000.00	\$ -	\$ -	\$ 250,000.00	25.00%	FY 24-25
n/a	Recycled Water: AWPFF Improvements Phase II	\$ 56,666,668.00	\$ -	\$ -	\$ 28,333,334.00	50%	FY 26-27
-	Indirect Charges ⁴	-	-	\$ 20,094.00	-	-	n/a
GRAND TOTAL		\$ 99,191,851.00	\$ 2,757,646.26	\$ 46,624.43	\$ 29,256,708.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Table 25: Water Capital Facility Charge Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
n/a	Recycled Water: AWPFF Storage Construction	\$ 6,000,000.00	\$ -	\$ -	\$ 3,000,000.00	50%	FY 27-28
n/a	Aquifer Storage and Recovery (ASR) Wells Construction	\$ 31,350,000.00	\$ -	\$ -	\$ 15,675,000.00	50%	FY 27-28
-	Indirect Charges ⁴	\$ -	\$ -	\$ 4,177.00	-	-	n/a
GRAND TOTAL		\$ 37,350,000.00	\$ -	\$ 4,177.00	\$ 18,675,000.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from these funds in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 613: Wastewater Collection Connection & Treatment Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Wastewater Collection Connection & Treatment Fee for new, expanded, or additional service connections. The City imposes fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current wastewater fees were adopted by Ordinance 2709. The City previously collected two separate fees, the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee, in Fund 613 and Fund 623 respectively. As of FY 22-23, these two funds have been combined into one fund for both fees.

Requirement 2. Amount of the fee.

The Wastewater Collection Connection & Treatment Fee for FY 22-23 are summarized in Table 26.

Table 26: Wastewater Collection Connection & Treatment Fee

Land Use	Wastewater Collection Connection Fee	Wastewater Treatment Connection Fee	Total Fee
Residential			
Single Family	\$1,458.00	\$3,798.00	\$5,256.00
Apartment ¹	\$1,060.36	\$2,762.18	\$3,822.54
Mobile Home ¹	\$839.45	\$2,186.73	\$3,026.18
Non-Residential			
Non-Formula Commercial/Industrial	\$1,458.00	\$4,078.80	\$5,536.80
Commercial Laundry	\$1,458.00	\$4,539.00	\$5,997.00
Restaurants/Food Preparation	\$1,458.00	\$7,092.20	\$8,550.20
Formula Industrial User	\$1,458.00	\$7,279.40	\$8,737.40

1) Special formulas are used for mobile homes and apartment developments that can be served by a single meter. These formulas can be found in the City's most recently published Fee Schedule.

Requirement 3. Beginning and ending balance in the account or fund.

Table 27 summarizes the beginning and ending fund balances for the Wastewater Collection Connection & Treatment Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 27 summarizes the fees collected and the interest earned for the Wastewater Collection Connection & Treatment Fee FY 22-23.

Table 27: Wastewater Collection Connection & Treatment Fee Fund Summary

Fund 613	
Wastewater Collection Connection & Treatment Fee	
Beginning Fund Balance as of July 1, 2022	\$12,503,284.72
Revenues	
Fees Collected	\$1,152,549.22
Interest Earned	\$243,581.13
Fair Market Value Adjustment ¹	(\$205,836.79)
Other Revenues	\$0.00
Total Revenues	\$1,190,293.56
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$18,896.00)
Total Expenses	(\$18,896.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$13,674,682.28

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 28 summarizes the expenditures for this past year for the Wastewater Collection Connection & Treatment Fee.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 28 summarizes the planned future expenditures for the Wastewater Collection Connection & Treatment Fee.

Table 28: Wastewater Collection Connection & Treatment Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C2236/226605	Wastewater Maintenance Building Expansion	\$ 10,000,000.00	\$ -	\$ -	\$ 5,000,000.00	50%	FY 25-26
n/a	Eastern Trunk MH Rehabilitation	\$ 3,000,000.00	\$ -	\$ -	\$ 2,000,000.00	67%	FY 24-25
C2232/226601	Wastewater Collection: Lift Station Improvements	\$ 3,000,000.00	\$ -	\$ -	\$ 3,000,000.00	100%	FY 23-24
C2029/206602	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	\$ 6,000,000.00	\$ -	\$ -	\$ 4,000,000.00	67%	FY 24-25
-	Indirect Charges ⁴	-	-	\$ 18,896.00	-	-	n/a
GRAND TOTAL		\$ 22,000,000.00	\$ -	\$ 18,896.00	\$ 14,000,000.00		

1) Budgets identified by City CIP Staff and are anticipated project budgets that will be reflected in the next CIP update.

2) Subject to change pending CIP Budget plans and available funding. Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 360-7050: Affordable Housing In-Lieu Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City offers an Affordable Housing In-Lieu fee to provide additional flexibility to the City and development community to meet the affordable housing needs generated by the construction of new market-rate units. The City's Affordable Housing In-Lieu Fees were first established by Ordinance 2721 adopted July 18, 2006. The Fees were revised with Resolution No. 15,330 which adopted the Affordable Housing In-Lieu Fee Nexus Study dated April 8, 2020.



Requirement 2. Amount of the fee.

The Affordable Housing In-Lieu Fee for FY 22-23 is summarized in Table 29 below.

Table 29: Affordable Housing In-Lieu Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential		
Single Family (<i>per DU</i>)	\$28,750	\$36,000
Multi Family for Sale	\$27,625	\$35,000
Multi Family for Rent	\$22,934	\$28,000

Requirement 3. Beginning and ending balance in the account or fund.

Table 30 summarizes the beginning and ending fund balances for the Affordable Housing In-Lieu Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 30 summarizes the fees collected and the interest earned for the Affordable Housing In-Lieu Fee during FY 22-23.

Table 30: Affordable Housing In-Lieu Fee Fund Summary

Fund 360-7050

Affordable Housing In-Lieu Fee

Beginning Fund Balance as of July 1, 2022	\$3,509,433.70
Revenues	
Fees Collected	\$0.00
Interest Earned	\$120,978.66
Fair Market Value Adjustment ¹	(\$183,051.31)
Other Revenues	\$0.00
Total Revenues	(\$62,072.65)
Expenses	
Project Expenses	(\$367,167.04)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$113,808.89)
Total Expenses	(\$480,975.93)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$2,966,385.12

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include personnel and resource expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 31 summarizes the expenditures this past year on affordable housing projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 31 summarizes the planned future expenditures for the Affordable Housing In-Lieu Fee. The City's CIP budget team and Housing Department are aware of the additional funds available for Affordable Housing projects. Affordable Housing projects often require advanced planning time or are a result of opportune circumstances as they involve multiple stakeholders, specific conditions, and sufficient funding to complete projects.

Table 31: Affordable Housing Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ²
M2103 / 215103	Central Terrace Development Loan	\$ 1,366,000.00	\$ -	\$ 38,147.36	\$ 1,327,852.64	100%	In Progress
M2305	OHA Loan Agreement Successor Parcel	\$ 212,740.00	\$ -	\$ 212,740.00	\$ -	100%	Completed
n/a	7th and Meta Site Acquisition	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	100%	FY 23-24
n/a	2051 Mariposa Street and 1250 Azalea Street Property Acquisition ³	\$ 116,280.00	\$ -	\$ 116,279.68	\$ -	100%	Completed
n/a	Indirect Charges ⁴	-	-	\$ 113,808.89	-	-	-
GRAND TOTAL		\$ 1,815,020.00	\$ -	\$ 480,975.93	\$ 1,447,852.64		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds.

3) Contribution to the Housing Authority of the City of Oxnard for the rehabilitation and improvements of the sites.

4) Indirect Charges include personnel and resource expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8070: Utility Undergrounding In-Lieu Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City imposes a fee on new development that is located in any part of the City with overhead utility service based upon their prorated share of the cost of undergrounding all overhead utilities in the City. The City's Utility Undergrounding In-Lieu Fees were based on Ordinance 2207 and were updated as part of the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Utility Undergrounding In-Lieu Fee for FY 22-23 is summarized in Table 32 below.

Table 32: Utility Undergrounding In-Lieu Fee

<u>Land Use</u>	<u>Fee as of July 18, 2021</u>	<u>Fee as of July 18, 2022</u>
All New Development (<i>per building SF</i>)	\$0.45	\$0.54

Requirement 3. Beginning and ending balance in the account or fund.

Table 33 summarizes the beginning and ending fund balances for the Utility Undergrounding In-Lieu Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 33 summarizes the fees collected and the interest earned for the Utility Undergrounding In-Lieu Fee during FY 22-23.

Table 33: Utility Undergrounding In-Lieu Fee Fund Summary
Fund 350-8070
Utility Undergrounding In-Lieu Fee

Beginning Fund Balance as of July 1, 2022	\$1,635,600.61
Revenues	
Fees Collected	\$32,603.76
Interest Earned	\$32,492.49
Fair Market Value Adjustment ¹	(\$20,358.93)
Other Revenues	\$0.00
Total Revenues	\$44,737.32
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$1,680,337.93

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures this past year on utility undergrounding projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 34 summarizes the planned future expenditures for the Utility Undergrounding In-Lieu Fee. The City's CIP budget team is aware of the available funds for Utility Undergrounding projects and are in the process of identifying applicable projects in the next CIP Budget Plan.

Table 34: Utility Undergrounding Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date
-	Undergrounding of Overhead Utilities - Citywide	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	100%	FY 27-28
GRAND TOTAL		\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00		

1) Budget identified by City Staff in preparation for updated CIP project list.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Section 3 – Fund Summary

Table 35 provides an accounting of each impact fee fund and a total impact fee account balance. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balances.

Table 35: Development Impact Fee Fund Summary

Description	Park Acquisition & Development	Storm Drain Facility Fee	Traffic Circulation Fee	Capital Growth Fee (Residential)	Capital Growth Fee (Non- Residential)	Mobility Fee	Public Art Program Fee	Water Resource Development Fee	Water Capital Facility Charge	Wastewater Collection Connection & Treatment Fee	Affordable Housing In-Lieu Fee	Utility Undergrounding In-Lieu Fee
Fund No.	350-8020	350-8030	350-8040	350-8050	350-8060	350-8055	350-8080	603	605	613	360-7050	350-8070
Starting Balance												
As of July 1, 2022	\$691,918.66	\$8,472,768.66	\$15,582,997.65	\$1,419,327.56	\$2,456,669.09	\$722,541.88	\$1,157,982.27	\$17,681,128.07	\$1,507,464.57	\$12,503,284.72	\$3,509,433.70	\$1,635,600.61
REVENUES												
Fees Collected	\$142,884.93	\$1,556,717.27	\$1,311,558.40	\$233,254.45	\$20,194.38	\$79,754.51	\$53,521.54	\$664,435.00	\$80,492.00	\$1,152,549.22	\$0.00	\$32,603.76
Interest Earned	\$15,208.54	\$193,463.25	\$311,673.26	\$29,580.49	\$47,869.07	\$14,828.27	\$0.00	\$354,830.50	\$30,566.12	\$243,581.13	\$120,978.66	\$32,492.49
Fair Market Value Adjustment ¹	(\$13,518.21)	(\$172,546.86)	(\$238,759.82)	(\$8,109.60)	(\$27,093.05)	(\$11,840.22)	\$0.00	(\$227,577.80)	(\$16,535.61)	(\$205,836.79)	(\$183,051.31)	(\$20,358.93)
Other Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,956.05	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$144,575.26	\$1,577,633.66	\$1,384,471.84	\$254,725.34	\$40,970.40	\$82,742.56	\$53,521.54	\$800,643.75	\$94,522.51	\$1,190,293.56	(\$62,072.65)	\$44,737.32
EXPENSES												
Project Expenditures	\$0.00	\$0.00	(\$953,378.64)	\$0.00	\$0.00	\$0.00	\$0.00	(\$26,530.43)	\$0.00	\$0.00	(\$367,167.04)	\$0.00
Developer Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Charges ²	(\$736.00)	(\$17,953.00)	(\$16,199.00)	(\$12,376.25)	(\$631.00)	\$0.00	(\$1,054.00)	(\$20,094.00)	(\$4,177.00)	(\$18,896.00)	(\$113,808.89)	\$0.00
Total Expenditures	(\$736.00)	(\$17,953.00)	(\$969,577.64)	(\$12,376.25)	(\$631.00)	\$0.00	(\$1,054.00)	(\$46,624.43)	(\$4,177.00)	(\$18,896.00)	(\$480,975.93)	\$0.00
Transfers in	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	(\$434,373.00)	(\$137,401.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	(\$434,373.00)	(\$137,401.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance												
As of June 30, 2023	\$835,757.92	\$10,032,449.32	\$15,997,891.85	\$1,227,303.65	\$2,359,607.49	\$805,284.44	\$1,210,449.81	\$18,435,147.39	\$1,597,810.08	\$13,674,682.28	\$2,966,385.12	\$1,680,337.93

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Section 4 – Fiscal Years 2018-2019 through 2022-2023 Five-Year Report

In accordance with Government Code Section 66001, this section addresses the five-year requirements with respect to any remaining funds in the DIF accounts, regardless of whether those funds are committed or uncommitted for FY 18-19 through FY 22-23. The City last completed the Five-Year Report in FY 19-20. The following section provides information necessary to meet the legal requirement for the Five-Year report for the DIF funds.

Requirement 1. Identification of the purpose to which the fees are to be put.

The purpose of the DIFs imposed and collected on new development within the City during FY 18-19 through FY 22-23 was to fund public facilities that are needed to serve the new development within the City as identified in the City’s adopted Development Impact Fee Nexus Studies. The purpose of each fee is identified within Section 2 of the Annual AB1600 Report. Future Projects are identified in each of the individual Fund subsections.

Requirement 2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

There is a proportional relationship between the impact fees charged on new development based upon the need for additional public facilities to serve the additional residents and employees that will be generated by the new development. The City does not have the capacity in its existing public facilities to accommodate these new residents and employees. By charging the fee based on the additional demand created by each land use, the fees directly correlate to the demand created by each new development. The fees for Parks and Recreation, Storm Drainage, Circulation System Improvements, Capital Growth (Residential and Non-Residential), Mobility, Public Art, Underground Utility In-Lieu, and Affordable Housing In-Lieu were updated in May 2020 by Resolution 15,329 adopting the City of Oxnard Development Impact Fee Nexus Study (April 2020) and Resolution 15,330 adopting the Affordable Housing In Lieu Fee Nexus Study (April 2020). Fees for Water Resource Development, Water Capital Facility Charge, and Wastewater Treatment & Collection were not changed during the 2020 update. Each fee had to undergo rigorous nexus requirements that: identify the purpose of the fee; identify the use to which the fee is to be put; determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed; determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

Requirement 3. Identification of all sources and amounts of funding anticipated to complete financing in incomplete improvements identified as part of the City’s annual report.

Table 36 summarizes the fund balance for each fund as of June 30, 2023, the balances that have been held for longer than five years, as well as the costs of the pending facility projects currently identified in the City’s Capital Improvement Plans. Table 37 lists the future improvements, anticipated construction date and other financing sources that will contribute to the project costs if applicable. Since improvements are triggered based on the timing and location of development, improvements will be programmed as deemed necessary by the City and their CIP prioritization process. All fee programs satisfy the five-year test and have sufficient planned future improvement projects with costs that exceed funds held for more than five years.

Table 36: DIF Funding Balances and Future Project Costs

Fund No.	Fund Name	Fund Balance (as of 6/30/23)	Five Year Holdings Balance	Future Improvement Project Costs
350-8020	Park Acquisition & Development	\$835,758	\$504,037	\$1,589,790
350-8030	Storm Drain Facility Fee	\$10,032,449	\$7,775,976	\$13,450,000
350-8040	Traffic Circulation Fee	\$15,997,892	\$1,497,349	\$16,023,058
350-8050	Capital Growth Fee (Residential)	\$1,227,304	\$0	\$8,005,679
350-8060	Capital Growth Fee (Non-Residential)	\$2,359,607	\$0	\$4,510,226
350-8055	Mobility Fee	\$805,284	\$0	\$2,650,000
350-8080	Public Art Program Fee	\$1,210,450	\$0	\$700,000
603	Water Resource Development Fee	\$18,435,147	\$14,632,121	\$29,256,708
605	Water Capital Facility Charge	\$1,597,810	\$1,077,399	\$18,675,000
613	Wastewater Collection Connection & Treatment Fee	\$13,674,682	\$10,070,961	\$14,000,000
360-7050	Affordable Housing In-Lieu Fee	\$2,966,385	\$1,176,609	\$1,447,853
350-8070	Utility Undergrounding In-Lieu Fee	\$1,680,338	\$1,493,901	\$2,000,000

Requirement 4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund.

The project tables for each Fund within this report (and summarized in Table 37) list the public improvement projects that are anticipated to be constructed using DIF funds. Anticipated construction start dates are listed based upon when the City anticipates complete funding and staff capacity for the project will be available. Due to CIP priority shifts and the uncertainty of the timing and location of new development, anticipated construction times may vary until sufficient funds have been collected and priorities identified.

Table 37: DIF Projects and Funding Sources

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
C9001 / 905701	Cabrillo Neighborhood Park	\$ 161,045.00	\$ 161,045.00	\$ -	\$ -	\$ 161,045.00	100%	FY 27-28	\$ -	n/a
C9401 / 945702	Citywide Park Improvement Program	\$ 322,292.00	\$ 322,292.00	\$ 43,546.70	\$ -	\$ 278,745.30	100%	FY 27-28	\$ -	n/a
C2104	Campus Park Activation	\$ 8,500,000.00	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	10%	FY 24-25	\$ 7,650,000.00	State & Local Grant Funds
n/a	Skatepark in Colonia	\$ 3,000,000.00	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	10%	FY 24-25	\$ 2,700,000.00	State Grant Funds
-	Indirect Charges	-	-	\$ -	\$ 736.00	-	-	n/a	n/a	n/a
GRAND TOTAL		\$11,983,337.00	\$1,633,337.00	\$43,546.70	\$736.00	\$1,589,790.30				

Fund No. 350-8030: Storm Drain Facility Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
n/a	Citywide SD Construction	\$ 13,450,000.00	\$ 13,450,000.00	\$ -	\$ -	\$ 13,450,000.00	100%	2024	\$ -	n/a
-	Indirect Charges	-	-	-	\$ 17,953.00	-	-	n/a	n/a	n/a
GRAND TOTAL		\$ 13,450,000.00	\$ 13,450,000.00	\$ -	\$ 17,953.00	\$ 13,450,000.00				

Fund No. 350-8040: Traffic Circulation Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
C1301 / 133101	Rice Avenue & Fifth Street Railroad Grade Separation	\$ 131,800,000.00	\$ 6,431,096.00	\$ 772,160.90	\$ 11,846.79	\$ 5,647,088.31	4.88%	In Progress	\$ 125,368,904	State & Local Grant Funds
C1703 / 173102	Oxnard Boulevard & Saviers Road Signal Improvements	\$ 3,208,956.00	\$ 726,566.00	\$ 37,025.65	\$ 34,383.03	\$ 655,157.32	22.64%	In Progress	\$ 2,482,390	General Fund, Federal Grant Funds
C1801 / 183101	Oxnard Boulevard Bicycle Facilities Installation	\$ 2,747,978.00	\$ 708,828.00	\$ 26,686.72	\$ 16,971.50	\$ 665,169.78	25.79%	In Progress	\$ 2,039,150	Federal Grant Funds, State & Local Grant Funds
C1808 / 183114	Traffic Signal Modifications	\$ 3,869,273.00	\$ 25,035.00	\$ 25,007.64	\$ 27.00	\$ 0.36	0.65%	In Progress	\$ 3,844,238	Federal Grant Funds
C2003 / 203101	Adaptive Traffic Signal	\$ 1,852,000.00	\$ 1,852,000.00	\$ 288,514.23	\$ 754,255.82	\$ 809,229.95	100.00%	In Progress	\$ -	n/a
C2006 / 203106	Traffic Signal Modernization	\$ 6,800,000.00	\$ 6,800,000.00	\$ 267,693.68	\$ 135,894.50	\$ 6,396,411.82	100.00%	In Progress	\$ -	n/a
C2213 / 223110	US 101 Del Norte Interchange Upgrade	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100.00%	In Progress	\$ -	n/a
C2304 / 233101	Five Points Intersection Modernization	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100.00%	In Progress	\$ -	n/a
n/a	Traffic Circulation Improvements Fee Study	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	100.00%	In Progress	\$ -	n/a
n/a	Traffic Signal Timing	\$ 850,000.00	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	100.00%	In Progress	\$ -	n/a
-	Indirect Charges	-	-	\$ -	\$ 16,199.00	-	-	In Progress	-	n/a
GRAND TOTAL		\$ 152,128,207.00	\$ 18,393,525.00	\$ 1,417,088.82	\$ 969,577.64	\$ 16,023,057.54				


Fund No. 350-8050: Growth Requirement Capital Fee (Residential)

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
C1702 / 172201	Fire Station 4 Rebuild	\$ 5,800,000.00	\$ 2,900,000.00	\$ -	\$ -	\$ 2,900,000.00	50%	FY 25-26	\$ 2,900,000	Fund No. 350-8060
C2255 / 22AR54	Oxnard Fire Stations No. 2, 3, 5	\$ 3,550,000.00	\$ 1,775,000.00	\$ -	\$ -	\$ 1,775,000.00	50%	FY 25-26	\$ 1,775,000	Lost Public Sector Revenue Fund, Fund No. 350-8060
-	Professional Services/Contract	-	-	-	\$ 10,611.25	\$ -	0%	n/a	-	n/a
-	Indirect Charges	-	-	-	\$ 1,765.00	\$ -	0%	n/a	-	n/a
TOTAL PROJECT EXPENSES		\$ 6,800,000.00		\$ -	\$ 12,376.25	\$ 1,900,000.00				
-	Bond Payments - Civic Center Phase 2	n/a	n/a	n/a	\$ 434,373.00	\$ 3,330,679.00	26%	n/a	n/a	Fund No. 350-8060, General Fund
GRAND TOTAL		\$ 9,350,000.00	\$ 4,675,000.00	\$ -	\$ 446,749.25	\$ 8,005,679.00				

Fund No. 350-8060: Growth Requirement Capital Fee (Non-Residential)

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
C1702 / 172201	Fire Station 4 Rebuild Design	\$ 3,250,000.00	\$ 1,625,000.00	\$ -	\$ -	\$ 1,625,000.00	50%	FY 25-26	\$ 1,625,000	Fund No. 350-8050
C2255 / 22AR54	Fire Station 2,3,5 Architecture/Design	\$ 3,550,000.00	\$ 1,775,000.00	\$ -	\$ -	\$ 1,775,000.00	50%	FY 25-26	\$ 1,775,000	Lost Public Sector Revenue Fund, Fund No. 350-8050
-	Indirect Charges	-	-	-	\$ 631.00	-	-	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 6,800,000.00	\$ 3,400,000.00	\$ -	\$ 631.00	\$ 3,400,000.00				
-	Bond Payments - Civic Center Phase 2	n/a	n/a	n/a	\$ 137,401	\$ 1,110,226	9%	n/a	n/a	Fund No. 350-8060, General Fund
GRAND TOTAL		\$ 6,800,000.00	\$ 3,400,000.00	\$ -	\$ 138,032.00	\$ 4,510,226.00				

Fund No. 350-8055: Mobility Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
n/a	Wooley Road Pedestrian Improvements	\$ 2,400,000.00	\$ 2,400,000.00	\$ -	\$ -	\$ 2,400,000.00	100%	FY 27-28	n/a	n/a
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge	\$ 18,000,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	1.39%	FY 28-29	n/a	Federal Grant Funds, State Grant Funds
GRAND TOTAL		\$ 20,400,000.00	\$ 2,650,000.00	\$ -	\$ -	\$ 2,650,000.00				

Fund No. 350-8080: Public Art Program Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
n/a	Downtown Mural Program	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress	n/a	n/a
n/a	Oxnard Sculptures Program	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress	n/a	n/a
n/a	Citywide Mural Program	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	In Progress	n/a	n/a
-	Indirect Charges	-	-	-	\$ 1,054.00	-	-	n/a	n/a	n/a
GRAND TOTAL		\$ 700,000.00	\$ 700,000.00	\$ -	\$ 1,054.00	\$ 700,000.00				


Fund No. 603: Water Resource Development Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
C1001 / 106002	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	\$ 30,376,345.00	\$ 11,876,345.00	\$ 2,063,726.28	\$ 9,163.45	\$ -	39%	Completed	\$ 18,500,000	Water Resource Fund, Water Bond 2021A Revenue Bond Fund
C1101 / 116505	Great ASR Wells	\$ 2,574,419.00	\$ 741,389.96	\$ 693,919.98	\$ 17,366.98	\$ 30,103.00	29%	In Progress	\$ 1,833,029	State & Local Grant Fund, Water Operating Fund, Water Bond 2021A Revenue Bond Fund
C2021	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	\$ 8,574,419.00	\$ 643,271.00	\$ -	\$ -	\$ 643,271.00	8%	FY 27-28	\$ 7,931,148	Water Bond Fund, Fund No. 601 - Water Ops, Water Resources Grant
n/a	Recycled Water: AWPf Improvements Phase I	\$ 1,000,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	25%	FY 24-25	\$ 750,000	WIFIA Fund
n/a	Recycled Water: AWPf Improvements Phase II	\$ 56,666,668.00	\$ 28,333,334.00	\$ -	\$ -	\$ 28,333,334.00	50%	FY 26-27	\$ 28,333,334	WIFIA Fund
-	Indirect Charges	-	-	-	\$ 20,094.00	-	-	n/a		
GRAND TOTAL		\$ 99,191,851.00	\$ 41,844,339.96	\$ 2,757,646.26	\$ 46,624.43	\$ 29,256,708.00				

Fund No. 605: Water Capital Facility Charge

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
n/a	Recycled Water: AWPf Storage Construction	\$ 6,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ 3,000,000.00	50.00%	FY 27-28	\$ 3,000,000	Fund No. 601 - Water Ops
n/a	Aquifer Storage and Recovery (ASR) Wells Construction	\$ 31,350,000.00	\$ 15,675,000.00	\$ -	\$ -	\$ 15,675,000.00	50.00%	FY 27-28	\$ 15,675,000	Fund No. 601 - Water Ops
-	Indirect Charges	\$ -	\$ -	\$ -	\$ 4,177.00	-	-	n/a	\$ -	n/a
GRAND TOTAL		\$ 37,350,000.00	\$ 18,675,000.00	\$ -	\$ 4,177.00	\$ 18,675,000.00				

Fund No. 613: Wastewater Connection & Treatment Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
C2236/226605	Wastewater Maintenance Building Expansion	\$ 10,000,000.00	\$ 5,000,000.00	\$ -	\$ -	\$ 5,000,000.00	50%	2022-2027	\$ 5,000,000	Fund No. 611 - Wastewater Ops
n/a	Eastern Trunk MH Rehabilitation	\$ 3,000,000.00	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	67%	In Progress	\$ 1,000,000	Fund No. 611 - Wastewater Ops
C2232/226601	Wastewater Collection: Lift Station Improvements	\$ 3,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ 3,000,000.00	100%	2022-2027	\$ -	n/a
C2029/206602	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replace	\$ 6,000,000.00	\$ 4,000,000.00	\$ -	\$ -	\$ 4,000,000.00	67%	In Progress	\$ 2,000,000	Fund No. 611 - Wastewater Ops
-	Indirect Charges	-	\$ -	-	\$ 18,896.00	-	-	2022-2027	-	n/a
GRAND TOTAL		\$ 22,000,000.00	\$ 14,000,000.00	\$ -	\$ 18,896.00	\$ 14,000,000.00				



Fund No. 360-7050: Affordable Housing In-Lieu Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
M2103 / 215103	Central Terrace Development Loan	\$ 1,366,000.00	\$ 1,366,000.00	\$ -	\$ 38,147.36	\$ 1,327,852.64	100%	In Progress	n/a	n/a
M2305	OHA Loan Agreement Successor Parcel	\$ 212,740.00	\$ 212,740.00	\$ -	\$ 212,740.00	\$ -	100%	Completed	n/a	n/a
n/a	7th and Meta Site Acquisition	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	100%	FY 23-24	n/a	n/a
n/a	2051 Mariposa Street and 1250 Azalea Street Property Acquisition	\$ 116,280.00	\$ 116,280.00	\$ -	\$ 116,279.68	\$ -	100%	Completed	n/a	n/a
n/a	Other Charges	-	-	-	\$ 113,808.89	-	-	-	n/a	n/a
GRAND TOTAL		\$ 1,815,020.00	\$ 1,815,020.00	\$ -	\$ 480,975.93	\$ 1,447,852.64				

Fund No. 350-8070: Utility Undergrounding In-Lieu Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
-	Undergrounding of Overhead Utilities - Citywide	\$ 2,000,000.00	-	\$ -	\$ -	\$ 2,000,000.00	100%	FY 27-28	n/a	n/a
GRAND TOTAL		\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ 2,000,000.00				



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

DATE: December 19, 2023

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Resolution Commending Nellie Estrada for over Thirty-Six Years of Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Nellie Estrada for over thirty-six years of service to the City of Oxnard.

(This item did not originate in Committee.)

BACKGROUND

On December 30, 2023, Nellie Estrada will retire after more than thirty-six (36) years of service to the City of Oxnard.

During her years of service, Nellie held the following job classifications during her career, including: Clerk Typist II, Administrative Secretary II, Secretary III, Administrative Technician, and Administrative Assistant Confidential.

Nellie began her career with the City of Oxnard as a Clerk Typist II on May 11, 1987. Throughout her career, Nellie worked for several City Departments, including: the Housing and Planning Departments for over seven years, and Public Works (Parks Division, and then the Street Maintenance & Repair Division) for nearly ten years. Nellie served as an Administrative Assistant Confidential for the Fire Chiefs in the Fire Department for over eleven and one-half years, and then in the same role for the Police Chiefs at the Police Department, where she held her final position for more than eight years.

During her tenure as an Administrative Assistant Confidential at the Fire Department, she worked with two Fire Chiefs and one Interim Fire Chief, and then at the Police Department with three Police Chiefs.

Over the course of her career, Nellie was selected as the City of Oxnard Employee of the Quarter award in the position of Administrative Secretary III from the Street Maintenance & Repair Division in 1998, and in the position of Administrative Assistant Confidential from the Fire Department in 2011. She also received the Department Employee of the Quarter awards in the position of Secretary II from the Planning Division in 1990, and in the position of Administrative Assistant Confidential from the Police Department in 2020.

Nellie has also volunteered and contributed to various City Committees and/or events in the community, such as City of Oxnard Employee of the Quarter Committee (2013-2015), City of Oxnard Picnic Committee, Oxnard Downtown Parade Committee, Oxnard Centennial Committee, Read Across America, Oxnard Police Interfaith

Council, Oxnard Police Department Spooktacular (Halloween event), and December holiday events such as the Oxnard Police Department Heroes and Helpers, and Santa at the Police Station.

Throughout her entire career with the City of Oxnard, Nellie served with great dedication and professionalism, and was an exemplary employee.

We extend our gratitude and best wishes to Nelle Estrada on her retirement.

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: Jason Benites, Police Chief

ATTACHMENTS

1. CC Resolution for Nellie Estrada 12 06 23 DL

CITY COUNCIL OF THE CITY OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING NELLIE ESTRADA FOR OVER THIRTY-SIX YEARS
OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Nellie Estrada provided over thirty-six years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Nellie Estrada began her career with the City of Oxnard as a Clerk Typist II on May 11, 1987, in the Housing Department; and thereafter took a lateral transfer to the Planning Division on February 29, 1988; was promoted to Secretary II in the Planning Division on August 20, 1990; then due to budget cuts was reclassified to Clerk Typist II on September 5, 1994 and was transferred to the Public Works Department - Parks Division; she was reinstated to the position of Administrative Secretary II while underfilling a Secretary III position in the Public Works Department - Street Maintenance & Repair Division on May 22, 1995; promoted to Secretary III in the Street Maintenance & Repair Division on June 1, 1996; promoted to Administrative Technician in the Street Maintenance & Repair Division on September 27, 2003; promoted to Administrative Assistant to the Fire Chief on January 3, 2004, in the Fire Department; then took a lateral transfer to the Police Department on August 24, 2015, as the Administrative Assistant to the Chief of Police, therefore increasing her responsibilities throughout her journey; and

WHEREAS, throughout her career Nellie Estrada has been selected for the City of Oxnard Employee of the Quarter in the position of Administrative Secretary III from the Streets Division in 1998, and in the position of Administrative Assistant Confidential from the Fire Department in 2011. Nellie has also been selected for the Department Employee of the Quarter in the position of Secretary II from the Planning Division in 1990, and also in the position of Administrative Assistant Confidential from the Police Department in 2020; and

WHEREAS, throughout her career Nellie Estrada has volunteered in various City Committees and/or events such as City of Oxnard Employee of the Quarter Committee (2013-2015), City of Oxnard Picnic Committee, Oxnard Downtown Parade Committee, Oxnard Centennial Committee, Read Across America, Oxnard Police Interfaith Council, Oxnard Police Spooktacular (Halloween event) Committee, and December holiday event committees including Oxnard Police Department Heroes and Helpers, and Oxnard Police Department Santa at the Station; and

WHEREAS, throughout her career Nellie Estrada has earned a reputation for being a dedicated, dependable, courteous, reliable, and responsible employee by her co-workers and members of the community; and

WHEREAS, Nellie Estrada has been a contributor to great causes in the Oxnard community including community-based organizations such as the Oxnard Police Community Foundation and the Oxnard Interfaith Council; and

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Nellie Estrada for over thirty-six years of

exemplary service to the City of Oxnard and extends best wishes for a well-deserved and fulfilling retirement with family and friends.

PASSED AND ADOPTED this 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: December 19, 2023
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Federal and State Asset Forfeiture Funds

RECOMMENDATION

That the City Council approve a budget appropriation in the amount of \$200,000 for the use of Federal (Fund 191 - \$140,000) and State (Fund 192 - \$60,000) Asset Forfeiture Funds allocated to the City of Oxnard's Police Department.

(This item did not originate in the Committee.)

BACKGROUND

Asset forfeiture is a tool used by law enforcement agencies across the country to deny criminals and criminal organizations their ill-gotten gains through the seizure of related assets. Asset forfeiture is used to disrupt, dismantle, and deter those who prey on the vulnerable for financial gain, including criminal organizations, drug dealers, and white-collar criminals. Forfeited funds are then used to help protect and serve our communities and support law enforcement.

Asset Forfeiture Fund ("AFF") allotments for Oxnard are primarily generated through the Police Department's Drug Enforcement Unit ("DEU"), which participates in a multi-agency task force that includes the Federal Bureau of Investigation ("FBI"). These seizures involved cash that was connected to illicit narcotics activity and/or money laundering.

The AFF appropriation will be used for various training and equipment purchases not covered via General Fund expenditures. The Police Department intends to fund the following categories of purchases:

- Software and technology to support criminal investigations, as well as recruiting efforts
- Briefing room upgrade
- Field and tactical equipment
- Training and seminars related to professional development, and narcotics, homicide, and sexual assault investigations
- Peer support training and furthering employee wellness initiatives

Of note, Government Code sections 7070-7075 (also more commonly known as Assembly Bill 481) require law enforcement agencies to obtain approval from the agency's governing body before purchasing, raising funds for, or acquiring military equipment, by any means, including requesting surplus military equipment from the federal

government. Should the Police Department seek to use AFF to purchase tactical equipment which is defined by this statute as military equipment will be brought to the City Council for approval at separate, future meetings.

The Police Department also uses AFF to support community initiatives by providing mini-grants. California Health & Safety Code section 11489(a)(2)(A)(i) mandates that 15% of state asset seizure funds *"be used for the sole purpose of funding programs designed to combat drug abuse and gang activity...for high-risk elementary and secondary school students."* The designated portion of these seizure funds will be used to work closely with local community-based organizations to accomplish these goals. The Police Department will conduct an application process and will award mini-grants upon approval of this recommendation.

AFF funds must be used by law enforcement agencies for law enforcement purposes only, and cannot replace or supplant existing budgeting or resources.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Of the \$200,000 appropriation requested, \$140,000 will be appropriated to the Federal Asset Seizure Fund 191 (Project #M2005) for training and equipment purchases and \$60,000 will be appropriated to the State Asset Seizure Fund 192 (Project #M2005) for equipment purchases and the community based-grant awards. There is sufficient fund balance available in both funds to cover this request. Approval of this recommendation will have no impact on the General Fund.

For Finance Use Only: Asset Seizure-Federal Fund (Org. 1912131 Obj. 52310, 52400 and 53200) Asset Seizure-State Fund (Org. 1922131 Obj. 52400 & 53200) Project M2005

COMMITTEE OUTCOME

This item did not originate in the Committee.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

None



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

DATE: December 19, 2023

TO: City Council

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

SUBJECT: Authorization to submit grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (Matching requirement of up to \$193,815.03)

RECOMMENDATION

That the City Council authorizes:

1. The submission of seven (7) grant applications to the FEMA Assistance to Firefighters Grant (AFG) for \$1,948,632, including a 10% local match for the purpose of procuring fifty (50) sets of structural firefighting turnouts, a paramedic squad, paramedic training, EMS training equipment, and USAR, HazMat and Fire Prevention training;
2. The submission of a Fire Prevention and Safety (FP&S) grant application in an amount not to exceed \$350,000, including a 5% match for the installation of 5,000 combination smoke and carbon monoxide detectors.
3. The City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
4. The Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
5. The Fire Chief or designee to submit non-financial reports.

(The Finance and Governance Committee approved 3-0 on November 28, 2023)

BACKGROUND

The City of Oxnard and surrounding agencies are eligible to submit grant applications to FEMA for consideration of federal funds totaling \$1,948,632. Fire departments are eligible to apply for the FEMA Fiscal Year 2023 Assistance to Firefighters Grant (AFG) to obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. The FY2023 AFG Program has three activities: Operations and Safety, Vehicle Acquisition, and Regional Projects. Within the Operations and Safety category, there are sub-categories of training and equipment. Successful AFG submissions are awarded on an annual basis. The grant funds, if awarded, will fund fifty (50) sets of structural firefighting turnouts, a paramedic squad, paramedic training, EMS training equipment, and USAR, HazMat and Fire Prevention training.

The Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is the second of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program accomplishes this by providing financial assistance directly to eligible fire departments, national, regional, state, local, tribal and non-profit organizations such as academic (e.g., universities), public health, occupational health, and injury prevention institutions for fire prevention programs and supporting firefighter health and safety research and development.

The City of Oxnard Fire Department has been awarded three FP&S grants for smoke detector and carbon monoxide

detector installation in the past. The funding allowed the distribution and installation of 5,000 carbon monoxide detectors and 5,000 smoke detectors in 2014, 2,500 smoke detectors in 2015 and 5,000 combination smoke/carbon monoxide detectors in 2022.

DISCUSSION

Council recently passed a resolution on council actions regarding grant applications. The Oxnard Fire Department believes it was important to bring this agenda item before the Council as the local match for the grants listed in this agenda item does not have a budgeted local match. The local match will be requested in the FY 24-25 budget development process.

This agenda item is being published in anticipation of seven (7) grant applications to be submitted to FEMA in January 2024. The solicitation period for FY2022 AFG grants in 2022 was January 9th 2023 to February 10th 2023. Due to Measure E, this item is being presented prior to confirmation of the funding required by the regional partners; Ventura County Fire Protection District, Ventura City Fire and Fillmore Fire Department, on the Oxnard regional application for USAR training. This will impact the total request, but not the amount required for the City of Oxnard or the local match identified in this report.

The City of Oxnard will submit three (3) applications specifically for the Oxnard Fire Department. These are to purchase a paramedic squad in the amount of \$275,000, EMS training equipment in the amount of \$250,000 and funding to send one firefighter to paramedic school in the amount of \$170,000. The paramedic squad would be purchased to replace the squad that is currently in use at Fire Station #6. The current squad was purchased from the Ventura County Fire Department. It is a 2007 Ford F450 cab and chassis that is due to be replaced. The EMS training equipment will ensure that our personnel get the advanced training we can provide to ensure the continued high-quality care our residents expect. The Fire Department was recently able to purchase a manikin that creates very real training for treating trauma victims, including high fidelity injury patterns, and positive training feedback of interventions to improve firefighter trauma assessment and treatment capabilities. This grant request would add significant capability to our training that would expand the department training aids to include high fidelity for adult patients with complex medical (non-trauma) complaints, while advancing the department's efforts on children and infants. The addition of high fidelity pediatric manikins adds a new enhanced training capability for low frequency, high risk assessment and intervention that is currently unavailable. The funding for paramedic training will allow the City of Oxnard to continue to expand its paramedic capability to meet the growing needs of our residents.

One (1) regional application for Urban Search and Rescue (USAR) training will be submitted by the City of Oxnard. The application will pay for overtime and backfill for Suppression personnel to attend Rope Rescue Technician, Structural Collapse Tech 1 and 2, Confined Space Rescue Tech, Regional Tech Search Specialist, and Regional Task Force Leader courses. The Oxnard Fire Department request for funds will not exceed \$292,000. The total grant application request is unknown at the time of publication, while regional partners confirm their funding request. The additional request for regional partners will not affect the local match for the City of Oxnard.

Ventura County Fire Protection District will submit a regional application for fifty (50) sets of structural firefighting turnouts at \$6500 per set for a total cost of \$325,000. This critical piece of safety equipment is utilized on all structure fires and traffic collisions. Every sworn member of the Fire Department has two sets of turnouts that includes boots, pants, jacket, gloves, hood and helmet. This funding would allow the department to upgrade 50 sets of turnouts. The turnouts being removed from active service would continue to be used in future firefighter recruiting academies.

A regional application for Hazardous Materials Technician and Specialist level classes will be submitted on behalf of the region by Ventura City Fire Department. If funded, \$236,632 will pay the tuition, overtime and backfill for fifteen (15) Oxnard Firefighters to attend the 160 hour course Technician training and cover those same costs for ten (10) fire personnel to attend the 80 hour Specialist level class.

The final regional AFG grant request will be submitted by Fillmore Fire Department. The request is a comprehensive list of training for multiple Fire Prevention personnel to receive qualifications and certifications required by the State of California to be qualified as State Fire Marshal Inspectors. It will also fund firefighters interested in joining the Prevention division funding to receive training to become investigators/inspectors. Finally, it will also cover the cost of providing training to the Chief Officers of the department in the role of Fire Marshal. The request for the Oxnard Fire

Department will cover all training costs including instructor fees, travel expenses and overtime. The Oxnard Fire Department has reviewed the outstanding certifications for Prevention staff and is requesting funding in the amount not to exceed \$400,000.

The FP&S grant is being submitted so the Fire Department can continue to pursue installing smoke detectors for our residents. In 2022, the City of Oxnard had a fire fatality rate five (5) times the California average. According to a report published by the National Fire Protection Agency in 2019, three out of five home fire deaths resulted from homes without smoke detectors or with smoke alarms that were not working. Oxnard mirrors these statistics, with 60% of all residential structure fires occurring in homes without a working smoke detector. Additionally, the risk of dying in a home fire is cut in half with working smoke detectors.

To protect the members of the Oxnard community, the Fire Department will submit an application to FEMA for FP&S funding that will allow the purchase of and cost for staff and volunteers to install, 5,000 dual purpose smoke and carbon monoxide detectors. The detectors to be installed will be tamper-proof with a ten-year life span. The funding request includes funds for personnel costs related to the installation of the smoke detectors in residences. The funds requested will purchase 5,000 dual purpose smoke/carbon monoxide detectors and 15 strobe light smoke/carbon monoxide detectors for the deaf and hearing impaired.

The grant solicitation has not been posted, but the department anticipates the application window opening before the end of March 2023. The request for funding will not exceed \$350,000 and requires a 5% local match.

If awarded, the grant period is scheduled to start between April 30th 2024 and September 30th 2024. Historically, the vast majority of grants are awarded between July and the September 30th deadline. As of the time of this report, the grant solicitation has not been posted by FEMA. However, the posting for AFG is anticipated to be posted prior to December 2023 with a submission deadline of January 2024. The FP&S grant application will likely have a submission deadline of February 2024.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is a matching funds requirement of 10% for each AFG grant, if awarded. The FP&S grant has a matching requirement of 5%. Expenditures are anticipated to begin in FY 2024-2025. The grant funding and local match will be requested in the proposed Fiscal Year's 2024-2025 budget with local sources mainly coming from the General Fund. The grant term is projected to end 12 months after the notification of award.

There will be an ongoing cost to the General Fund for one firefighter to become a licensed paramedic pursuant to the MOU agreement between the City and the Oxnard Firefighters Association IAFF L1684. The approximate cost of the annual fiscal impact is \$9,640.35.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on November 28, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief, Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: December 19, 2023
TO: City Council
FROM: Denise Morehouse, Assistant Police Chief, (805) 385-7619, denise.morehouse@oxnardpd.org
SUBJECT: Sintra Group Agreement

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Sintra Group for a three (3) year term, with a total amount not to exceed \$800,000, for Police and Fire Department pre-employment background investigation services.

(This item did not originate in Committee.)

BACKGROUND

The Oxnard Police and Fire Departments conduct extensive pre-employment background investigations on all prospective employees, including sworn positions, professional staff members, and volunteers. Police and Fire Department personnel are dedicated to delivering quality and professional services in all public safety activities to promote community safety, security, and public trust. The goal is to provide for the safety and welfare of Oxnard residents by utilizing effective police and fire services. Hiring qualified employees is critical to meeting these goals.

The Police and Fire Departments use an outside consultant to conduct background investigations to assure compliance with all applicable minimum standards for appointment and to screen out candidates found unsuitable for the position based on their personal history or other relevant information. Background investigations are essential to ensure the Police and Fire Departments hire employees who care for our community and promote public safety and community relations. In addition, background investigations on all police officer and dispatcher applicants are mandatory and must meet the Commission of Peace Officer Standards and Training (POST) requirements. POST audits all police and dispatcher background investigations annually to confirm compliance with their guidelines.

Since January 2020, the Police and Fire Departments have conducted approximately 345 pre-employment background investigations for sworn and professional staff positions, including the processing of 70 fire and 275 police applicants. The Police Department also currently has 38 vacant positions that will require background investigations. In addition, several anticipated vacancies due to retirements and separations within the Police and Fire Departments will require background investigations in the coming months.

A Request for Proposal (RFP) process was conducted, and eight vendors responded to the RFP. A committee consisting of police and fire personnel conducted independent reviews of the proposals on the following criteria: services offered, experience and qualification, detail and thoroughness of the proposal, cost comparison, and work performance record. Based on the independent judgment of the reviewed criteria, the committee selected Sintra Group.

Sintra Group has specialized in performing public safety background investigations since 2002. The firm is a licensed private investigation firm registered with the State of California Department of Consumer Affairs Bureau of Security and Investigative Services. Sintra Group has conducted over 9,000 police and fire public safety background investigations. The firm utilizes the services of more than 33 licensed investigators who specialize in public safety

background investigations. Sintra Group has local investigators who reside in Ventura County, with additional investigators throughout California and several other states.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Agreement (#32400302) with Sintra Group shall not exceed \$800,000. There is sufficient funding available in the FY2023-2024 General Fund Police and Fire Department's operating budgets to cover the costs of approximately \$80,000. Subsequent fiscal years' funding will be included in the annual budget process. The estimated cost per fiscal year is as follows:

Fiscal Year	Police - Est. Cost	Fire - Est. Cost	Total Estimated Cost
2023-2024	\$75,000	\$5,000	\$80,000
2024-2025	\$230,000	\$100,000	\$330,000
2025-2026	\$230,000	\$20,000	\$250,000
2026-2027	\$125,000	\$15,000	\$140,000

For Finance Use Only: General Fund-Police (Org. 1012131 Obj. 53410), General Fund-Fire (Org. 1012501 Obj. 53410)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Ricardo Vazquez, Police Commander

ATTACHMENTS

1. Sintra Group Professional Services Agreement

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND Sintra Group**

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

1. SUMMARY DESCRIPTION OF SERVICES.

See Exhibit "A"

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

Sintra Group ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 4864 Market Street Ste. F, Ventura Ca 93003

3. TERM OF AGREEMENT: From (Date): 1/3/2024 To (Date): 1/3/2027

3.1 Time is of the essence in this Agreement.

3.2 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 Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 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 CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT 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.

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

4. AGREEMENT AMOUNT NOT TO EXCEED:

See Exhibit "B"

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: Insurance Requirements: City Insurance Exhibit INS-B
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative: CONSULTANT Designated Representative:

Name: Ricardo Vazquez

Name: Charles Hookstra

Title: Police Commander

Title: Operations Manager

Phone: 805-385-7600

Phone: 805-207-4741

Email: ricardo.vazquez@oxnardpd.org

Email: chhookstra@sintragroup.com

Mailing Address (if differs from above):

Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

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

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

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

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

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

8. CONSULTANT'S SERVICES.

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

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

9. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in **Section 4** of this Agreement. 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 thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: invoices@oxnard.org.

10.2 Non-Appropriation of Funds. Payments to be made to CONSULTANT by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered

appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and subcontracted consultants.

10.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then 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 City Code, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the

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

14. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or

criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

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

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

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

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

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

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the

CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the

circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

20. NOTICE.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

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

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

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

23.4 The review, acceptance or approval of CONSULTANT's work or work product by any of the Indemnitees shall not affect, relieve or reduce CONSULTANT's indemnification or defense obligations. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents,

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

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall

not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

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

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

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

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

27. CONFLICT OF INTEREST

CONSULTANT 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 CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

28. [RESERVED] -

29. DISPUTES.

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

Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

30. 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.

31. AUDIT.

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

32. ADVERTISING AND PUBLICITY

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

33. NONDISCRIMINATORY EMPLOYMENT.

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

34. FORCE MAJEURE.

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

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. CAPTIONS AND HEADINGS.

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

43. ACKNOWLEDGEMENT.

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

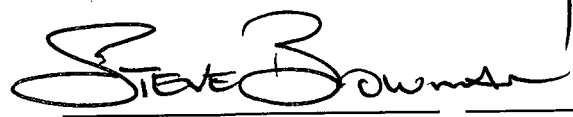
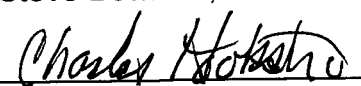
[Signatures on next page]

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

CITY OF OXNARD

SINTRA GROUP

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager² _____

 12/2/23
Steve Bowman, President _____ Date
 12/2/2023
Charles Hookstra, COO _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Sintra Group)

SCOPE OF SERVICES

Michael Thomas/ 805-385-8300/ Michael.Thomas@oxnardpd.org

A comprehensive background investigation file shall include a detailed report summarizing all findings and reports of each applicant's background and eligibility based on City of Oxnard hiring and POST (Peace Officers Standards and Training) standards and the below-referenced codes and regulations.

Government Code 1029, 1031

- Penal Code Section 13510(c)
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1953 for Sworn Peace Officers
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1959 for Police Dispatchers
- California Civil Code 1786, et al.
- California Senate Bill 2

The investigations and the required reports/ forms should be completed within five (5) weeks of receipt of request unless the City grants an extension for cause. Sintra Group must have the in-house personnel and resources to complete a maximum of twenty (20) Police pre-employment investigations in a five (5) weeks. Sintra Group will have an option for expedited backgrounds completed within 3-4 weeks to meet the City's need to fill positions.

An Oxnard Police Department Pre-Employment background investigation report will, at a minimum, address the following areas:

1. A narrative-based summary of the applicant's background investigation. This summary will reflect the below-listed aspects of the background investigation and articulate any concerns that were discovered as a result of the background investigation.
2. A review of the candidate's personal history statement.
3. A photograph of the applicant.
4. Verification of birth and legal right to work in the United States.

5. Social Security Number (SSN) - Trace & Address Locator verification to determine name and name variations used by the individual such as maiden, divorced or previous names; other names associated with that SSN, current and former addresses associated with that SSN, and date of birth.
6. Employment verification and history.
7. Verification and contacts with the applicant's professional references.
8. Verification and contacts with the applicant's primary and secondary personal references.
9. Education background and verification. This section should verify that the applicant has either graduated from an accredited high school, or has passed the General Education Development (GED) Test, or has passed the California High School Equivalency Examination. Copies of transcripts and diplomas from colleges and universities must be included.
10. Military verification and/or Selective Service registrations, including applicable dates of service, branch of military, rank and discharge status, etc.
11. Financial information, including monthly income/expenses including a credit inquiry.
12. Criminal history that advises of felony and/or misdemeanor convictions.
13. Applications to other Police department agencies, including an examination of the status/dispositions of said applications.
14. Motor vehicle driving history (all states in which the applicant held an operator/driver's license), including a copy of the applicant's driver's license and proof of motor vehicle insurance.
15. Drug and/or substance use history.
16. Neighborhood and rent check, including contacts with the applicant's neighbors.
17. Polygraph examination. (Proposer does not administer the polygraph examination, but will provide a statement regarding the results of the examination).
18. Civil suits and legal judgments concerning the applicant (Federal, State, and current County of residence).
19. Fingerprint return, demonstrating the results of a Department of Justice and Federal Bureau of Investigation fingerprint check for criminal history. (This is conducted by the Oxnard Police Department Records Division).
20. A check of wants/warrants information systems, including the County of Ventura CLETS system; National Crime Information Center (NCIC); and Department of Justice search of the Child Abuse Central Index. (This is conducted by the Oxnard Police Department Records Division).

A Pre-Employment Fire Background Investigation shall be consistent with the guidelines set forth in:

- Government Code 1031
- Penal Code Section 13510(c)
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1953 for Sworn Peace Officers
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1959 for Police Dispatchers
- California Civil Code 1786, et al.

Sintra Group will perform the investigations and provide the required reports and forms within six (6) weeks of receipt of request, unless the City grants an extension for cause. Sintra Group must have the personnel and resources to complete a maximum of twenty-five (25) Fire pre-employment investigations in a six (6) week period.

A comprehensive background investigation file shall include a detailed report summarizing all findings and reports of each applicant's background and eligibility based on City of Oxnard hiring and POST (Peace Officers Standards and Training) standards and the above-referenced codes and regulations. Though not solely provided/ completed by Sintra, an Oxnard Fire Department background investigation report will, at a minimum, address the following areas:

1. A narrative based summary of the applicant's background investigation. This summary will reflect the below-listed aspects of the background investigation, and articulate any concerns that were discovered as a result of the background investigation.
2. A review of the candidate's personal history statement.
3. A photograph of the applicant.
4. Verification of birth and residency.
5. Social Security Number (SSN) - Trace & Address Locator verification to determine name and name variations used by the individual such as maiden, divorced or previous names; other names associated with that SSN, current and former addresses associated with that SSN, and date of birth.
6. Employment verification and history.
7. Verification and contacts with the applicant's professional references.
8. Verification and contacts with the applicant's personal references.
9. Education background and verification. This section should verify that the applicant has either graduated from an accredited high school, or has passed the General Education Development (GED) Test, or has passed the California High School Equivalency Examination. Copies of transcripts and diplomas from colleges and universities must be included.
10. Military verification and/or Selective Service registrations, including applicable dates of service, branch of military, rank and discharge status, etc.
11. Financial information, including monthly income/expenses.
12. Criminal history that advises of felony and/or misdemeanor convictions.
13. Applications to other Fire department agencies, including an examination of the status/dispositions of said applications.
14. Motor vehicle driving history (all states in which applicant held an operators/driver's license), including a copy of the applicant's driver's license and proof of motor vehicle insurance.
15. Drug and/or substance use history.
16. Neighborhood and rent check, including contacts with the applicant's neighbors.
17. Psychological evaluation and/or polygraph examination. (Proposer does not administer the polygraph examination, but will provide a statement regarding the results of the examination from a certified examiner who is approved by the Fire Department).
18. Civil suits and legal judgments concerning the applicant (Federal, State and current County of residence).
19. Fingerprint return, demonstrating the results of a Department of Justice and Federal Bureau of Investigation fingerprint check for criminal history.
20. A check of wants/warrants information systems, including: County of Ventura CLETS system; National Crime Information Center (NCIC); Department of Justice search of the Child Abuse Central Index.
21. Social Media Checks/ Reports encompassing the candidate's online presence/ behavior.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Sintra Group)**

SCHEDULE OF COMPENSATION

Not to exceed \$800,000

Background Investigations will be billed at \$80 per hour. Police background investigation estimated at 25 hours for an average background investigation. There may be times when investigating a lateral applicant (currently employed in law enforcement) that may involve additional investigative hours for employment file reviews. On investigation where there is need to expedite the process to under 5 weeks for completion, there is a charge of \$250 per week for every week under 5 weeks.

Investigator time includes interview of applicant, personal references, employment references, employment file review, neighbor checks, and administrative time preparing reports and transmitting the documents to the client.

Police support personnel background investigations \$80 per hour. Administrative personnel background investigations average 18-20 hours. Investigator time includes interview of applicant, personal references, employment references, employment file review, neighbor checks and administrative time preparing reports and transmitting documents to client.

Firefighter background investigations \$80 per hour. Firefighter background investigations average 18-20 hours. This includes the interview of applicant, interviews of personal references, employment references, employment file reviews and administrative time preparing reports and transmitting documents to client. Fire Inspector background investigations \$80 per hour.

Fire Inspector background investigations average 18-20 hours. This includes the interview of applicant, interviews of personal references, employment references, employment file reviews and administrative time preparing reports and transmitting documents to client.

Sintra Group will not increase the cost of work over the life of this contract without agreement from the City of Oxnard.

See the below tables for billing estimates:

ITEM	PROGRAM COSTS	Cost Justification (include formulas and a clear description of each item)	
		POLICE BACKGROUND EXAMPLE	PER Background
1.	PERSONNEL	Sintra Group *estimated average 25 hours per background at \$80 per hour. Police support backgrounds estimate 16 hours per background at \$80 per hour	\$2000.00
	Investigators	Investigators *estimated average 18 hours per background at \$50 per hour.	\$900.00
	Supervising Investigators	Supervising Investigators *estimated average 4 hours per background at \$55 per hour	\$220.00
	Admin Support	Administrative staff *estimated averages 6 hours per background at \$35 per hour.	\$210.00
	Project Manger	Project Manager *estimated averages 3 hours per background at \$57 per hour.	\$171.00
	Owner/Legal	Owner which includes overhead costs, physical office space, insurance, reviews as needed and basic office supplies.	\$499.00
		*These are estimates only. A job history with multiple places of employment, previous background investigations, and other complexities will add to the time in order to complete and thorough investigation.	
		EST. TOTAL PROPOSED COST PER BACKGROUND	\$2000.00

IT E M	PROGRAM COSTS	Cost Justification (include formulas and a clear description of each item)	
		FIRE BACKGROUND EXAMPLE	PER Background
1.	PERSONNEL	Sintra Group *estimated average 20 hours per background at \$80 per hour (Firefighter est. avg. 20 hours Police Officer est. avg. 25 hours)	\$1600.00
	Investigators	Investigators *estimated average 14 hours per background at \$50 per hour.	\$700.00
	Supervising Investigators	Supervising Investigators *estimated average 3.5 hours per background at \$55 per hour	\$192.50
	Admin Support	Administrative staff *estimated averages 4.5 hours per background at \$35 per hour.	\$157.50
	Project Manger	Project Manager *estimated averages 3 hours per background at \$57 per hour.	\$171.00
	Owner/Legal	Owner which includes overhead costs, physical office space, insurance, reviews as needed and basic office supplies.	\$379.00
		*These are estimates only. A job history with multiple places of employment, previous background investigations, and other complexities will add to the time in order to complete and thorough investigation.	
EST. TOTAL PROPOSED COST PER BACKGROUND			\$1600.00

Year	Proposed Services	*Estimated Average # of Hours per background	Total Number of Units Contractor can provide	Estimated cost per background	Extended Cost per year
1	Fire	20	20 or more	\$1,600.00	\$32,000.00
1	Police	25	40 or more	\$2,000.00	\$80,000.00
1	Police Support	16	20 or more	\$1,280.00	\$25,600.00

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Sintra Group)**

INSURANCE REQUIREMENTS

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

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

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 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. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$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				

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 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

GENERAL LIABILITY SPECIAL ENDORSEMENT			SUBMIT IN DUPLICATE							
FOR THE CITY OF OXNARD (the "City")			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 \$ _____ coverage. ☐ Per Occurrence									
APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____										
TYPE OF INSURANCE										
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ 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;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </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 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 <i>(original signature required)</i> 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.		
\$ _____ per accident, for bodily injury and property damage.			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, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. ☐ CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. ☐ SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. ☐ CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. ☐ PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. ☐ SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: • Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or • If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature (original signature required) Telephone: () _____ Date Signed _____		

EXHIBIT D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Sintra Group)**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional services contracts that may be governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

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

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.
- c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Sintra Group)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

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

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts

or omissions listed above by any person or entity (including CONSULTANT, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of CONSULTANT under this Section shall survive Agreement termination.



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.7

DATE: December 19, 2023

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Updates to Citizen Advisory Group (CAG) Bylaws.

RECOMMENDATION

That the City Council adopt a resolution incorporating modifications to the existing Citizen Advisory Group (CAG) uniform bylaws.

(The Finance and Governance Committee approved 2-0 on November 28, 2023.)

BACKGROUND

In 2019, the City Manager's Office began meeting with Citizen Advisory Group (CAG) chairs and staff with an intention of providing support to improve the overall effectiveness and efficiency of the CAGs, including potentially redefining and realigning CAGs with Council priorities. The 2019 meetings led to a series of topics the Chairs and staff liaisons felt would be beneficial to increase the effectiveness of CAGS including: creating uniform bylaws, agenda templates, goal setting procedures; defining the role of the CAGs and staff liaisons; and developing resources and trainings for CAGs.

The first priority was creating uniform bylaws. Prior to this effort, each CAG operated under a different set of bylaws that often conflicted with another CAG or the City Code. Updating the bylaws provided uniformity across all CAGs to ensure clear direction, fairness, ease of learning if CAG members move between CAGs, to address CAG officers and their duties, secretary and staff liaison duties, meetings and quorums, and absences. The CAGS agreed to the bylaws changes in 2020, but with the COVID-19 pause, staff had the CAG chairs review and approve the bylaws again in March 2022.

On June 21, 2022, the City Council adopted Resolution No. 15,589 approving and establishing uniform bylaws for the following CAGs: Community Relations Commission, Cultural Arts Commission, Commission on Homelessness, Parks, Recreation and Community Services Commission, and Senior Services Commission.

The 2022 bylaws include a provision for each CAG to review and make recommendations on any needed changes to the bylaws. (Article IX, A-C). Changes to the Bylaws require approval of the City Council.

DISCUSSION

In alignment with this article, the bylaws were reviewed on an agenda for each of the five CAGs and no recommended changes were requested. However, the City Manager's Office facilitated a meeting with CAG chairs on September 27, 2023, in which two of the five active CAG chairs participated. During that meeting, the language in *italics* shows the recommendations that were agreed upon and directly respond to various situations or challenges that occurred since the adoption of the bylaws in June 2022:

1. **Article III, Section B:** Each Commission shall consist of seven members appointed by the Mayor, with the approval of the City Council. *Each council member shall strive to nominate a commissioner from the council*

members' district to serve on each commission. The Mayor shall nominate one commissioner at-large for each commission.

- a. The CAG chairs recommend this change to stress the importance of having CAG members representing each council district and to align the bylaws with language from the City Code
2. **Article IV, Section B.1:** *If the Commission has not elected officers by the second scheduled meeting of the year due to lack of volunteers, the City Manager or his designee may place the Commission on hiatus until current commissioners volunteer to serve as officers.*
 - a. Although the bylaws require the election of Officers in January, in 2023 the Commission on Homelessness did not elect officers until August. The sitting members of the Commission were not interested in volunteering for Officer positions and instead wanted to wait until additional members were appointed (though there were no pending appointments). The Chair is charged with presiding over a meeting, calling special meetings, approving meeting minutes and the annual report as well as developing each CAG agenda with the staff liaison. In the absence of a Chair and Vice Chair, an election of a temporary Chair and Vice Chair must be conducted at the beginning of each meeting. The lack of a consistent chair affects the efficiency of a meeting and the overall effectiveness of a CAG.
3. **Article IV, Section C.1.i.5:** *For the purpose of having an annual retreat or tour of City facilities.*
 - a. The Parks, Recreation and Community Services Commission held a special meeting touring City parks in September 2023. This change will allow for future tours of City facilities.
4. **Article V, Section B:** Meetings shall be public and conducted in a publicly owned building or facility with adequate space for members of the public to attend the meetings.
5. **Article V, Section D.5:** *Is solely advisory to the Commission.*
 - a. This is intended to clarify that ad hoc committees of a CAG are solely advisory to that specific CAG.
6. **Article V, Section F:** *If a quorum is not met within ten (10) minutes of the scheduled start time of that meeting, the meeting shall be canceled and adjourned to the next scheduled meeting. Under special circumstances, and with the approval of a majority of members present, the Chair is permitted to wait an additional five (5) minutes for a quorum to be present. If a quorum is not met at that point, the meeting shall be canceled due to lack of quorum and adjourned to next month's meeting.*
 - a. On at least 9 occasions, CAG meetings have been delayed for up to 20 minutes or canceled entirely while waiting for another member to arrive to establish a quorum after the scheduled meeting start time. This has occurred for the following CAGs: Community Relations Commission (3), Parks, Recreation & Community Services Commission (2), Senior Services Commission (1), and Commission on Homelessness (3). In the interest of respecting the CAG volunteer time and guest speakers, staff recommended, and the CAG chairs agreed to this recommended changes.
7. **Article VIII:** *The rules contained in the current edition of Robert's Rules of Order Newly Revised shall constitute the parliamentary authority for the meetings.*
 - a. Per Measure M, Robert's Rules of Order Newly Revised is required for all City of Oxnard legislative bodies.
8. **Article IX, Section B:** The Chairpersons of each Commission shall convene once per year with the City Clerk's Office, City Manager's Office and City Attorney's Office to review and approve, if desired, the recommended changes to these bylaws.
 - a. Clerical change to provide clarity that a staff representative from each of the offices shall be present at said meeting.

These changes are designed to promote CAG efficiency and effectiveness by emphasizing active participation, timelines and focused efforts and activities. If adopted, this would amend Resolution No. 15,589 to include the changes outlined above, and reflected in Attachment #1. All proposed changes are identified in red in the attachment. The draft bylaws being proposed for approval were sent to all CAG members via email on November 13, 2023 for their review and awareness.

ONGOING & NEXT STEPS:

In an effort to continue to support the efficiency and effectiveness of the CAGs, the City Manager's Office and City Attorney's Office have continued to work with CAG chairs and staff liaisons to address the other priorities developed by the Chairs and CAG liaisons in 2019. To date, the following outcomes have been achieved:

1. Created standardized Bylaws (2022), and completed the annual review (subject agenda item).

2. Standardized the following documents for all CAGs: agendas, minutes, meeting cancellation, staff reports, recommendation from CAG to Council, presentation template, and bylaws.
3. Trained CAG chairs and staff support on the annual report process, resulting in three CAG annual reports presented to Council in 2023 (previously only one CAG presented an annual report to Council).
4. Trained CAG staff and chairs on their respective powers and duties; agenda items in support of powers and duties; creation and purpose of ad hoc committees; and responsibilities related to presiding over a CAG.
5. Implemented ongoing training for all Commissioners including: anti-harassment training, ethics training, parliamentary training, and bylaws, brown act, and powers and duties training (provided by City Attorney's Office).
6. Compliance with requirements outlined in the CAG bylaws and City's Sunshine Ordinance including City Attorney's Office review of all agendas, meeting agenda posting deadlines, and reporting attendance to the City Clerk.
7. Established a process for onboarding new commissioners upon appointment.
8. **In progress:** discussion on goal setting and ensuring agenda/discussion items are in alignment with individual powers and duties and City Council supported priorities and projects.

Staff will continue to provide ongoing support to the CAG chairs, commissioners and staff liaisons and staff support to ensure compliance with training procedures and policies and ensure their efforts are focused and supportive of their powers and duties to increase effectiveness and make volunteer time valuable.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on November 28, 2023 to approve the staff recommendation with a clerical change and forward the item for Council approval.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Draft CAG Bylaws
2. Draft Resolution for Uniform CAG Bylaws (4)

EXHIBIT 1
Citizen Advisory Groups (“CAG”) Bylaws

DRAFT

**BYLAWS FOR CITIZEN ADVISORY GROUPS AS PROVIDED IN CHAPTER 2,
ARTICLE II OF THE OXNARD CITY CODE**

Article I
Application

The following bylaws shall apply to the following City of Oxnard Citizen Advisory Groups (“CAGs”): Senior Services Commission, Community Relations Commission, Library Board, Parks and Recreation and Community Services Commission, Commission on Homelessness, and Cultural Arts Commission.

Throughout these bylaws, “Commission” refers to each individual CAG.

Article II
Powers and Duties

The powers and duties, eligibility and qualifications of each Commission shall be established in the Oxnard City Code.

Article III
Membership

- A. Each Commission shall consist of seven members appointed by the Mayor, with the approval of the City Council. **Each council member shall strive to nominate a commissioner from the council members’ district to serve on each commission. The mayor shall nominate one commissioner at-large for each commission.**
- B. Each Commissioner shall successfully undergo the City’s formal background check procedures prior to appointment to serve on a Commission.
- C. The term of a member of a Commission shall be established in the Oxnard City Code.
- D. In the event of a vacancy, the City Council shall appoint a replacement to complete the term of the member creating the vacancy.

Article IV
Officers

- A. Each Commission shall elect a Chairperson and Vice-Chairperson (the “Officers”).
- B. At an annual meeting scheduled in January of each year, the Officers shall be elected by a majority of the Commission members present. The Officers shall serve a one-year term.
 - 1. If the Commission has not elected Officers by the second scheduled meeting of the year due to lack of volunteers, the City Manager or his or her designee may place the Commission on hiatus until current Commissioners volunteer to serve as Officers.
- C. The duties of the Officers shall be as follows:
 - 1. Chairperson - (a) To preside at all meetings of the Commission; (b) To call special meetings with concurrence from the Staff Liaison; (c) Sign approved meeting minutes; and (d) Prepare, submit, and present an annual report of activities of the Commission to the City Council
 - i. Special Meetings shall be limited to the following circumstances:
 - 1. The regular meeting cannot be held that month because it lands on a holiday;
 - 2. The time or location of the meeting is different from its regular meeting time/location;
 - 3. The meeting must be rescheduled due to a lack of quorum;
 - 4. The Commission must vote on an urgency item. An urgency item is one in which the Commission’s direction is vital to the City Council’s decision, and the Commission cannot consider the item at a regularly scheduled Commission meeting, before the City Council considers the item, without violating the City’s Sunshine Ordinance; or
 - 5. For the purpose of having an annual retreat or tour of City facilities.
 - 2. Vice-Chairperson - To perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform the duties of office.
- D. Secretary and Staff Liaison
 - 1. Each Commission shall have a secretary and a staff liaison. The Secretary and Staff Liaison may be the same person.

2. The Secretary shall have the following duties at all Commission meetings: (a) Attend; (b) Keep minutes; (c) Assist the Chairperson and Staff Liaison in preparing agendas; (d) Prepare and distribute agendas and agenda packets; (e) Ensure agendas are prepared and noticed in accordance with the City's Sunshine Ordinance; (f) Ensure agendas are reviewed and approved by the City Attorney's Office prior to posting; (g) Maintain attendance records; and (h) Provide the City Clerk an attendance list within 24 hours of a Commission meeting.
3. The Liaison shall have the following duties: (a) Attend; (b) Prepare agendas in collaboration with the Chairperson; (c) Coordinate presentations on behalf of the Commission; and (d) Communicate the Commission's concerns to the City Manager or other staff when necessary.

Article V Meetings/Quorum

- A. The Commission shall conduct regular meetings once each month. The exact dates, time and location of the meetings shall be determined by a vote of the Commission at the annual meeting in January. The Staff Liaison may cancel a scheduled meeting, with concurrence from the Chairperson, if the Commission does not have any business to consider at that meeting.
- B. Meetings shall be public and shall be conducted in a publicly owned building or facility with adequate space for members of the public to attend the meetings.
- C. A majority of the commission positions filled at the time of a meeting shall constitute a quorum for the transaction of business.
- D. The Commission may establish Ad Hoc, but not Standing Committees. An Ad Hoc Committee is:
 1. Comprised solely of members of the Commission; and
 2. Consists of less than a quorum of the Commission; and
 3. Has a defined purpose and time frame to accomplish that purpose; and
 4. Is dissolved after the purpose is complete; and
 5. Is solely advisory to the Commission.
- E. A majority of the Commission or the Chairperson may call a Special Meeting with the concurrence of the Staff Liaison.

- F. A quorum must be met within ten (10) minutes of the scheduled meeting start time. Under special circumstances, and with the approval of a majority of members present, the Chair is permitted to wait an additional five (5) minutes for a quorum to be present. If a quorum is not met at that point, the meeting shall be canceled due to lack of quorum and adjourned to the next month's scheduled meeting.

Article VI

Absences

- A. If any member of the Commission has three or more consecutive unexcused absences, or is absent, excused or unexcused, for more than half of the meetings in a calendar year, the member shall be deemed to have resigned from the Commission.
- B. If a commissioner is going to be absent, the commissioner shall notify the Secretary no less than sixty minutes prior to the start of the meeting. Failure to do so shall be deemed an unexcused absence.
- C. An absence may be deemed excused for the following reasons: sickness/illness, an emergency beyond the commissioner's control, observance of a religious holiday or a medical appointment that cannot be rescheduled.
- D. The Secretary shall notify the City Clerk in writing of any such consecutive absences. The member shall be deemed to have resigned from the Commission on the date that the City Clerk receives notice from the Secretary.
- E. Should any member be absent without good cause for more than three consecutive meetings, the Secretary shall immediately inform the City Clerk of such fact. Effective on the date of receipt of such notice by the City Clerk, such member shall be deemed to have resigned from the Commission.

Article VII

Coordination with City Council

The Staff Liaison shall as soon as possible inform the City Council, through the City Manager, of recommendations made by the Commission. The Staff Liaison shall inform the Commission on the status of the recommendations as warranted.

Article VIII

Rules of Order

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall constitute the parliamentary authority for the meetings.

Article IX
Amendments

- A. Once per year, each Commission shall review these bylaws, and make recommendations to their respective Chairpersons.
- B. The Chairpersons of each Commission shall convene once per year with the City Clerk's Office, City Manager's Office and City Attorney's Office to review and approve, if desired, the recommended changes to these bylaws.
- C. The City Council shall approve amendments to these bylaws.

Article X
Effective Date

These bylaws shall go into effect upon approval by City Council.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING EXISTING
UNIFORM BYLAWS FOR VARIOUS CITIZEN ADVISORY GROUPS

WHEREAS, the City Council has established Citizen Advisory Groups (“CAGs”) that make recommendations to the City Council on matters within the subject matter jurisdiction of those CAGs; and

WHEREAS, on June 21, 2022, City Council adopted uniform bylaws for the following CAGs: Community Relations Commission, Cultural Arts Commission, Commission on Homelessness, Parks, Recreation and Community Services Commission, and Senior Services Commission; and

WHEREAS, the bylaws provide uniformity across all CAGs to ensure clear direction, fairness, ease of learning if CAG members move between CAGs, and to address CAG officers and their duties, secretary and staff liaison duties, meetings and quorums, and absences; and

WHEREAS, Article IX of the uniform bylaws require the CAGs to annually review and provide recommended changes to the bylaws; and

WHEREAS, the bylaws were presented to the CAGs in Fall 2023 for review and recommendations, and were approved by the CAGs on the dates below:

- Community Relations Commission: August 21, 2023
- Cultural Arts Commission: August 2, 2023
- Commission on Homelessness: September 11, 2023
- Parks, Recreation & Community Services Commission: August 23, 2023
- Senior Services Commission: September 12, 2023; and

WHEREAS, the proposed bylaws with amendments were presented to the CAG Chairs and approved on September 27, 2023; and

WHEREAS, the City Council wishes to amend the existing uniform CAG bylaws.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

Section 1. The amended uniform CAG bylaws, attached hereto as **Exhibit 1** and incorporated herein by reference, are adopted.

PASSED AND ADOPTED THIS 19 day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT 1

[On the Page to Follow]

**BYLAWS FOR CITIZEN ADVISORY GROUPS AS PROVIDED IN CHAPTER 2,
ARTICLE II OF THE OXNARD CITY CODE**

Article I
Application

The following bylaws shall apply to the following City of Oxnard Citizen Advisory Groups (“CAGs”): Senior Services Commission, Community Relations Commission, Library Board, Parks and Recreation and Community Services Commission, Commission on Homelessness, and Cultural Arts Commission.

Throughout these bylaws, “Commission” refers to each individual CAG.

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The powers and duties, eligibility and qualifications of each Commission shall be established in the Oxnard City Code.

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Membership

- A. Each Commission shall consist of seven members appointed by the Mayor, with the approval of the City Council. Each council member shall strive to nominate a commissioner from the council members’ district to serve on each commission. The mayor shall nominate one commissioner at-large for each commission.
- B. Each Commissioner shall successfully undergo the City’s formal background check procedures prior to appointment to serve on a Commission.
- C. The term of a member of a Commission shall be established in the Oxnard City Code.
- D. In the event of a vacancy, the City Council shall appoint a replacement to complete the term of the member creating the vacancy.

Article IV
Officers

- A. Each Commission shall elect a Chairperson and Vice-Chairperson (the “Officers”).

B. At an annual meeting scheduled in January of each year, the Officers shall be elected by a majority of the Commission members present. The Officers shall serve a one-year term.

1. If the Commission has not elected Officers by the second scheduled meeting of the year due to lack of volunteers, the City Manager or his or her designee may place the Commission on hiatus until current Commissioners volunteer to serve as Officers.

C. The duties of the Officers shall be as follows:

1. Chairperson - (a) To preside at all meetings of the Commission; (b) To call special meetings with concurrence from the Staff Liaison; (c) Sign approved meeting minutes; and (d) Prepare, submit, and present an annual report of activities of the Commission to the City Council

i. Special Meetings shall be limited to the following circumstances:

1. The regular meeting cannot be held that month because it lands on a holiday;
2. The time or location of the meeting is different from its regular meeting time/location;
3. The meeting must be rescheduled due to a lack of quorum;
4. The Commission must vote on an urgency item. An urgency item is one in which the Commission's direction is vital to the City Council's decision, and the Commission cannot consider the item at a regularly scheduled Commission meeting, before the City Council considers the item, without violating the City's Sunshine Ordinance; or
5. For the purpose of having an annual retreat or tour of City facilities.

2. Vice-Chairperson - To perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform the duties of office.

D. Secretary and Staff Liaison

1. Each Commission shall have a secretary and a staff liaison. The Secretary and Staff Liaison may be the same person.
2. The Secretary shall have the following duties at all Commission meetings: (a) Attend; (b) Keep minutes; (c) Assist the Chairperson and Staff Liaison in preparing agendas; (d) Prepare and distribute agendas and agenda packets; (e) Ensure agendas are prepared and noticed in accordance with the City's Sunshine Ordinance; (f) Ensure agendas are reviewed and approved by the City Attorney's

Office prior to posting; (g) Maintain attendance records; and (h) Provide the City Clerk an attendance list within 24 hours of a Commission meeting.

3. The Liaison shall have the following duties: (a) Attend; (b) Prepare agendas in collaboration with the Chairperson; (c) Coordinate presentations on behalf of the Commission; and (d) Communicate the Commission's concerns to the City Manager or other staff when necessary.

Article V Meetings/Quorum

- A. The Commission shall conduct regular meetings once each month. The exact dates, time and location of the meetings shall be determined by a vote of the Commission at the annual meeting in January. The Staff Liaison may cancel a scheduled meeting, with concurrence from the Chairperson, if the Commission does not have any business to consider at that meeting.
- B. Meetings shall be public and shall be conducted in a publicly owned building or facility with adequate space for members of the public to attend the meetings.
- C. A majority of the commission positions filled at the time of a meeting shall constitute a quorum for the transaction of business.
- D. The Commission may establish Ad Hoc, but not Standing Committees. An Ad Hoc Committee is:
 1. Comprised solely of members of the Commission; and
 2. Consists of less than a quorum of the Commission; and
 3. Has a defined purpose and time frame to accomplish that purpose; and
 4. Is dissolved after the purpose is complete; and
 5. Is solely advisory to the Commission.
- E. A majority of the Commission or the Chairperson may call a Special Meeting with the concurrence of the Staff Liaison.
- F. A quorum must be met within ten (10) minutes of the scheduled meeting start time. Under special circumstances, and with the approval of a majority of members present, the Chair is permitted to wait an additional five (5) minutes for a quorum to be present. If a quorum is not met at that point, the meeting shall be canceled due to lack of quorum and adjourned to the next month's scheduled meeting.

Article VI

Absences

- A. If any member of the Commission has three or more consecutive unexcused absences, or is absent, excused or unexcused, for more than half of the meetings in a calendar year, the member shall be deemed to have resigned from the Commission.
- B. If a commission is going to be absent, the commissioner shall notify the Secretary no less than sixty minutes prior to the start of the meeting. Failure to do so shall be deemed an unexcused absence.
- C. An absence may be deemed excused for the following reasons: sickness/illness, an emergency beyond the commissioner's control, observance of a religious holiday or a medical appointment that cannot be rescheduled.
- D. The Secretary shall notify the City Clerk in writing of any such consecutive absences. The member shall be deemed to have resigned from the Commission on the date that the City Clerk receives notice from the Secretary.
- E. Should any member be absent without good cause for more than three consecutive meetings, the Secretary shall immediately inform the City Clerk of such fact. Effective on the date of receipt of such notice by the City Clerk, such member shall be deemed to have resigned from the Commission.

Article VII

Coordination with City Council

The Staff Liaison shall as soon as possible inform the City Council, through the City Manager, of recommendations made by the Commission. The Staff Liaison shall inform the Commission on the status of the recommendations as warranted.

Article VIII

Rules of Order

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall constitute the parliamentary authority for the meetings.

Article IX

Amendments

- A. Once per year, each Commission shall review these bylaws, and make recommendations to their respective Chairpersons.
- B. The Chairpersons of each Commission shall convene once per year with the City Clerk's Office, City Manager's Office and City Attorney's Office to review and approve, if desired, the recommended changes to these bylaws.
- C. The City Council shall approve amendments to these bylaws.

Article X
Effective Date

These bylaws shall go into effect upon approval by City Council.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: December 19, 2023
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION

That the City Council receive and file the list of City Manager approved contracts for the period July 1, 2023 through November 30, 2023.

(This item did not originate in Committee.)

BACKGROUND

Per City Code Chapter 4: Public Projects; Purchasing and Contracting allows the City Manager to approve any procurement contract or purchase order up to \$200,000 annually. Additionally, the City Manager may approve any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed \$200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between \$101,000 to \$200,000 annually (including all prior amendments) for the period between July 1, 2023 through November 30, 2023.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. City Manager Contract List - July 1, 2023 through November 30, 2023

City Manager Contract/Purchase Order List - July 1, 2023 to November 30, 2023
Contracts/Purchase Orders from \$101,000 to \$200,000 Annually

Date CM approved	PO NO.	Contract No.	Vendor	Description	Value of Item approved	Total Value
1 7/6/2023	N/A	32400043	O'Reilly Auto Enterprises	Blanket purchase order for parts and supplies for Fleet Services Division	\$ 200,000.00	\$ 200,000.00
2 7/10/2023	N/A	32400040	Ventura County Auto Supply	Blanket purchase order for fleet maintenance equipment	\$ 200,000.00	\$ 200,000.00
3 7/10/2023	N/A	32400029	Applied Industrial Technologies	Blanket purchase order for industrial supplies and equipment	\$ 150,000.00	\$ 150,000.00
4 7/10/2023	N/A	32400031	Famcon Pipe & Supply, Inc.	Blanket purchase order for water infrastructure parts	\$ 200,000.00	\$ 200,000.00
5 7/10/2023	N/A	32400039	Motion Industries, Inc.	Blanket purchase order for industrial pumps, valves, belts and bearings	\$ 150,000.00	\$ 150,000.00
6 7/10/2023	N/A	32400002	Vulcan Materials Company	Blanket purchase order for asphalt and aggregate material	\$ 200,000.00	\$ 200,000.00
7 7/12/2023	N/A	32400038	Vida Newspaper	Trade services agreement for legal advertising services	\$ 200,000.00	\$ 200,000.00
8 7/14/2023	N/A	32400015	Oxnard Tow Services	Trade services agreement for on-call towing services	\$ 175,000.00	\$ 175,000.00
9 7/14/2023	N/A	32400091	Portford Solutions Group, Inc.	Professional services agreement for leading, documenting and designing the City's ECM requirements	\$ 200,000.00	\$ 200,000.00
10 7/25/2023	N/A	32400078	Tri County Office Furniture	Blanket purchase order for citywide misc. office furniture	\$ 197,600.00	\$ 197,600.00
11 7/26/2023	N/A	32400033	Hach Company	Blanket purchase order for water testing equipment/supplies	\$ 150,000.00	\$ 150,000.00
12 7/27/2023	N/A	32400046	United Rentals North America, Inc.	Blanket purchase order for rental equipment	\$ 150,000.00	\$ 150,000.00
13 7/27/2023	N/A	32400092	Ferguson Enterprises, LLC	Blanket purchase order for PVC pipes, valves, and plastics	\$ 200,000.00	\$ 200,000.00
14 7/31/2023	N/A	32400116	Converge Technology Solutions	Virus and cybersecurity software for City computers	\$ 161,061.62	\$ 161,061.62
15 8/8/2023	22400121	N/A	R.D. Offutt Company	Purchase one (1) 2023 Vermeer Vactron LP573SDT (vacuum trailer)	\$ 102,250.45	\$ 102,250.45
16 8/10/2023	N/A	32400150	Allstar Fire Equipment Company	Blanket purchase order for personal protective equipment	\$ 180,000.00	\$ 180,000.00
17 8/21/2023	N/A	32400097	Advanced PPE Company	Trade services agreement for inspection and repair of firefighter personal protective equipment	\$ 120,000.00	\$ 120,000.00
18 8/29/2023	N/A	32400165	Aswell Trophies & Engraving	Citywide engraving, products, shirts and jackets	\$ 200,000.00	\$ 200,000.00
19 8/30/2023	N/A	32400162	L.N. Curtis & Sons	Purchase of personal protective equipment, apparel and rescue tools for Fire	\$ 200,000.00	\$ 200,000.00
20 8/30/2023	N/A	324000189	McKesson Medical Surgical, Inc.	Purchase of personal protective equipment and medical supplies for Fire	\$ 113,715.00	\$ 113,715.00
21 8/31/2023	N/A	32400176	Best Contracting Services, Inc	Wastewater Division on-call roofing inspection and repair services Specification No. PW23-118R	\$ 185,000.00	\$ 185,000.00
22 9/6/2023	N/A	SOCM I, LLC	Agreement for Public Safety Services at The Collection at Riverpark	Professional services agreement for leading, documenting and designing the City's ECM requirements	\$ 155,662.00	\$ 155,662.00
23 9/8/2023	N/A	32400100	Emagined Security, Inc.	Professional services agreement for Information Technology Recruitment	\$ 190,000.00	\$ 190,000.00
24 9/25/2023	N/A	32400125	Hiredout, Inc.	Professional services agreement for administration management and on-call services for special assessment districts	\$ 200,000.00	\$ 200,000.00
25 10/3/2023	22400327	N/A	NBS Government Finance	Purchase two (2) Cascade 16MF Model Pumps for the Oxnard Wastewater Treatment Plant	\$ 141,041.24	\$ 141,041.24
26 10/5/2023	22400336	N/A	Flo-Systems, Inc	Purchase order for public safety uniforms	\$ 198,147.42	\$ 198,147.42
27 10/12/2023	N/A	32400224	F. Mortin Pitt Co	Blanket purchase order for body armor and personal protective equipment	\$ 125,000.00	\$ 125,000.00
28 10/30/2023	N/A	32400256	Galls, LLC	PW23-45R On-Call HVAC Maintenance and Minor Repair Services	\$ 190,000.00	\$ 190,000.00
29 10/23/2023	N/A	32400230	Emcor Services Mesa Energy	Blanket purchase order for as needed parts for fire apparatuses	\$ 175,000.00	\$ 175,000.00
30 10/31/2023	22400431	N/A	South Coast, LLC	Blanket purchase order for repair parts and services for AMREP trucks	\$ 150,000.00	\$ 150,000.00
31 10/31/2023	22400433	N/A	AMREP Manufacturing Company, LLC	Blanket purchase order for motorcraft and omnicraft OEM parts	\$ 200,000.00	\$ 200,000.00
32 11/2/2023	N/A	32400215	Cal-State Auto Parts, Inc.	Plymovent system inspection, maintenance and repairs for Fire Department	\$ 150,000.00	\$ 150,000.00
33 11/2/2023	N/A	32400161	Air Exchange, Inc	Trade services agreement for on-call/as needed automobile mechanical repairs	\$ 180,000.00	\$ 180,000.00
34 11/8/2023	N/A	32400202	Tito's Automotive, Inc.	Trade services agreement for clean in place chemicals for reverse osmosis plant	\$ 200,000.00	\$ 200,000.00
35 11/8/2023	N/A	32400253	King Lee Chemical Company	Blanket purchase order for pipes, fittings, valves for Wastewater	\$ 200,000.00	\$ 200,000.00
36 11/8/2023	N/A	32400265	Harrington Industrial Plastics	Trade services agreement for rental and services for portable restrooms/handwashing	\$ 200,000.00	\$ 200,000.00
37 11/20/2023	N/A	32400200	United Site Services of Ca, Inc.	City's GPS vehicle telematics system	\$ 200,000.00	\$ 200,000.00
38 11/20/2023	N/A	32400284	Geotab USA, Inc.	Purchase of two way radio, parts, services and programming	\$ 190,000.00	\$ 190,000.00
39 11/27/2023	N/A	32400271	Petroleum Telcom, Inc.		\$ 180,000.00	\$ 180,000.00



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: December 19, 2023
TO: City Council
FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org
SUBJECT: License for NEOGOV Human Resources Management System (HRMS) Software

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Agreement No. 32400308 with Governmentjobs.com, Inc. ("NEOGOV") in the amount of \$128,548.44 for Human Resources Management System (HRMS) software.

(This item did not originate in Committee.)

BACKGROUND

The City has utilized various modules of the NEOGOV Human Resources Management System (HRMS) software since 2016. NEOGOV's HRMS solution was selected on the basis of its ease of use for human resource professionals and job applicants, as well as its fully-integrated suite of HRMS applications for government. The majority of local governments of any significant size are standardized on the NEOGOV platform.

In October 2016, the City entered into Agreement #7640-16-HR with NEOGOV for a subscription to its online job applicant tracking system called "Insight." This product provides recruitment, selection, applicant tracking and reporting to streamline the hiring process. In 2017, the subscription was expanded via Agreement No. 7859-17-HR to include an employee performance evaluation module called "Perform," which replaced manual systems and provided for tracking of progress on measured organizational alignment and progress against goals. Additional modules were added in June 2021 via Agreement No. 9295-21-HR and included a learning management system ("Learn"), a product for new hire testing ("Biddle"), an employee onboarding system ("OnBoard"), and other ancillary module subscriptions that further integrated human resources functions into the City's systems. A texting feature is currently being added to enable the City's recruiters to connect more quickly and frequently with job candidates. The total spent on all modules since the first agreement in 2016 is \$400,722.

Unfortunately, since the prior agreements 7640-16-HR and 7859-17-HR expired by 2021 and were not extended, costs for the Insight and Perform modules were inadvertently charged to Agreement 9295-21-HR while the City continued to subscribe to all modules. As a result, there is insufficient funding in Agreement 9295-21-HR to pay for all the modules the City utilizes in Fiscal Year 2023-24. Consequently, staff is requesting authority to enter into a new agreement for Fiscal Year 2023-24, which will consolidate all the modules used by the City. Staff will concurrently cancel the balance in Agreement 9295-21-HR.

The attached Agreement 32400308 totaling \$128,548.44 will pay for all the modules utilized by the City for Fiscal Year 2023-24 including Perform, Onboard, Learn, Insight, Biddle, and all ancillary modules.

The Information Technology (IT) Department has now taken over the administration of software agreements, including the attached NEOGOV agreement, and will be managing it going forward. In early 2024, it is expected that the IT Department will be requesting that City Council approve an amendment to the attached agreement for an additional 3-year term.

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. Sufficient FY2023-24 budget is available in the Information Technology Department's operating fund (731) to pay for the cost of the agreement.

For Finance Use Only: Information Technology Fund (Org. 7311801 Obj. 53001)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. Attachment No 1 - NEOGOV Agreement 32400308 signed

SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. **NEOGOV Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. **Data Processing and Privacy.**
- a) **Customer Data.** “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) **Platform Data.** “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) **Data Processing Agreement.** To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
 - d) **Data Responsibilities.**
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.
15. Limitations of Liability.
- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. **Reimbursement of Costs in Third Party Litigation.** With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. **Text Message Communications.** NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. **General.**
- a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

NEOGOV ORDER FORM**NEOGOV:**

GovernmentJobs.com, INC. (dba "NEOGOV")
 2120 Park Place, Suite 100
 El Segundo, CA 90245
 billing@neogov.com

Quote Creation Date: 11/28/2023

Quote Expiration Date: 30 days from Quote Creation

Payment Terms Annual. Net 30 from NEOGOV invoice.

Subscription Start Date: 07/01/2023

Subscription Term (months): 12

Customer Name & Address:

Oxnard, City of (CA)
 300 W. 3rd Street
 Oxnard, CA 93030

Contact Name: Ricci Conrad

Contact Email: ricci.conrad@oxnard.org

FTE:

Fee Summary

Service Description	Term	Term Fees
Perform Subscription (PE)	07/01/2023 - 06/30/2024	\$15,453.12
Onboard Subscription (ON)	07/01/2023 - 06/30/2024	\$21,149.10
SSO (Single Sign-On)	07/01/2023 - 06/30/2024	\$2,572.50
Position Control Integration	07/01/2023 - 06/30/2024	\$3,150.00
New Hire Integration	07/01/2023 - 06/30/2024	\$3,412.50
Learn Subscription (LE)	07/01/2023 - 06/30/2024	\$45,923.98
Employee Import into PE/ON	07/01/2023 - 06/30/2024	\$3,150.00
API	07/01/2023 - 06/30/2024	\$3,150.00
Biddle Software	08/27/2023 - 06/30/2024	\$5,062.20
Insight Enterprise Subscription (IN)	10/11/2023 - 06/30/2024	\$24,438.51
Candidate Text Messaging	01/01/2024 - 06/30/2024	\$1,086.53
Total:		\$128,548.44

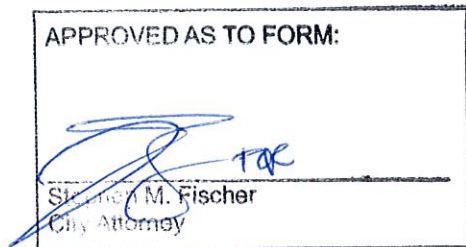
A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	
Print Name:	Alex Chun, CFO
Date:	11/30/2023



3



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.10

DATE: December 19, 2023

TO: City Council

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

SUBJECT: Agreement 32400196 with South Coast, LLC dba South Coast Emergency Vehicle Service for Maintenance, Inspection and Repair of Pierce Fire Apparatuses for the City's Fire Department.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with South Coast, LLC dba South Coast Emergency Vehicle Service for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of \$900,000 for the maintenance, inspection and repair of the City's Fire Department Pierce fire apparatuses on an on-call/as needed basis.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

BACKGROUND

The Fleet Services Division of the Public Works Department performs maintenance and repairs on the Fire Department's trucks and equipment. Fifteen of these are Pierce fire apparatuses. Although the Fleet Division performs the majority of the maintenance on these vehicles, Fleet Services requires a vendor to provide as-needed repairs and overflow maintenance to minimize downtime of these critical emergency vehicles.

The City of Oxnard Fire Department has standardized its emergency apparatus fleet with Pierce equipment. South Coast Emergency Vehicle Service, located in Ontario, CA, is the exclusive Pierce dealership for parts, service and support for the Southern California Region. Fleet Services has been using South Coast Emergency Vehicle Service for over 18 years. Any aerial certifications, major pump rebuilds or warranties are performed by authorized dealers; therefore, it is necessary to obtain warranty, repairs and OEM parts from South Coast Emergency Vehicle Service.

DISCUSSION

South Coast Emergency Vehicle Service is the only maintenance and repair shop in southern California authorized by Pierce. City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a single source available to provide the required products and/or services. Having access to the authorized repair shop with access to OEM parts ensures maintenance can be performed in an efficient manner and warranty services can be obtained.

The Fire Department operates 24 hours a day, seven days a week providing a full range of emergency and non-emergency services to the community. These fire apparatuses must be operable and ready to respond at a moment's notice to emergency situations.

The Pierce fire apparatuses are extremely complex with several mechanical, electrical, and hydraulic systems. In order to keep them in reliable condition, maintenance service must be completed as scheduled with minimal downtime. In order to keep up with the maintenance and repairs, Fleet Services at times will require some of these services and repairs to be performed by South Coast Emergency Vehicle Service under the direction of Fleet Services. Most of the services will be

provided at South Coast Emergency Vehicle Service's facilities. However, there may be an occasion when minor services, warranties or recalls are performed by the vendor on City property.

South Coast Emergency Vehicle Service is located in Ontario, CA and 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 the vendor is capable of satisfactorily completing the services in this Agreement. Thus, staff recommends that the City Council award this Agreement to South Coast, LLC dba South Coast Emergency Vehicle Service.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with South Coast, LLC shall not exceed \$900,000 through December 19, 2028, if extended. Funding will begin in Fiscal Year 2023-24 and there are sufficient funds in the Fleet Services Fund (741) in the City Council-approved FY 2023-24 operating budget. Subsequent fiscal year funding will be requested in the annual budget process.

Estimated Spending Plan for South Coast, LLC							
Account Number	FY 2023-24 8 months	FY 2024-25 12 months	FY 2025-26 12 months	FY 2026-27 12 months	FY 2027-28 12 months	FY 2028-29 4 months	TOTAL
7413750-55030	\$35,000	\$90,000	\$90,000	\$90,000	\$90,000	\$55,000	\$450,000
7413750-52110	\$35,000	\$90,000	\$90,000	\$90,000	\$90,000	\$55,000	\$450,000
TOTAL	\$70,000	\$180,000	\$180,000	\$180,000	\$180,000	\$110,000	\$900,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 28, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement 32400196

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND SOUTH COAST, LLC**

By This Trade Services Agreement (“Agreement”), the CITY of Oxnard (“CITY”) agrees to engage the services of South Coast, LLC (“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. This Agreement is for the maintenance, inspection, and repair of Pierce fire apparatuses for the City’s fire department.

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

South Coast, LLC (“SERVICE PROVIDER”), a corporation of the State of California, located at 2020 Baker Avenue, Ontario, California 91761

3. TERM OF AGREEMENT: From: December 20, 2023 to: December 19, 2024

3.1 Time is of the essence in this Agreement.

3.2

The CITY shall have the option for (4) four 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.

3.3 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.

3.4 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 NOT TO EXCEED: \$900,000.

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: Insurance Requirements: City Insurance Exhibit INS-V
Exhibit D: Living Wage Policy
Exhibit E: 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: Jose Arreola	Name: Matthew Szafranek
Title: Fleet Services Manager	Title: General Manager
Phone: 805-385-8011	Phone: 909-930-2278
Email: jose.arreola@oxnard.org	Email: mszafranek@southcostevs.net
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 2	
Oxnard, California 93030	

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 is listed in Section 4 of this Agreement. 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.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

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, then 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 20 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. Notice shall be given in the manner set forth in section 20.

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 effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

SOUTH COAST, LLC

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

Matthew Szafrank, _____ Date _____
General Manager

L. Keith Mustain, _____ Date _____
President³

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 South Coast, LLC)

SCOPE OF SERVICES

CITY PROJECT MANAGER: Jose Arreola / 805-385-8011 / jose.arreola@oxnard.org

SERVICE PROVIDER shall provide parts, mechanical and electrical repairs, body repair, and painting, to Pierce Fire Apparatuses for warranty claims and/or repairs to the City of Oxnard equipment fleet on an as-needed basis. The work shall be performed at the proposer's shop unless otherwise agreed to in writing by the City of Oxnard.

Mechanical Inspections, Maintenance and Repair:

SERVICE PROVIDER must be able to provide the appropriate staffing resources, tools, parts, materials, supplies, and diagnostic equipment to perform maintenance, repair, inspections, and other services or certifications as needed.

Maintenance:

Includes but is not limited to: fluid and filter replacements, brake and belt replacements, and service to common mechanical and electrical systems. The activities are typically in accordance with the original equipment manufacturers recommended services.

Mechanical Repair: Includes but not limited to electrical system, cooling system, fuel system, HVAC and includes replacement of defective or failed parts, and modifications to equipment.

Inspections:

Includes completing all Federal and State required vehicle inspections and certifications for regulated and non-regulated vehicles. These include the annual DOT inspection and/or the 90-day State Basic Inspection of Terminals (BIT) Program, safety inspections subject and not subject to California Vehicle Code section 34500 VC,

Body Repair and Painting:

SERVICE PROVIDER shall provide body repair and painting services for the City's Pierce fire apparatuses, to include but not limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement including windshields, painting all or portions of equipment bodies, and other repair services. Bent parts are to be straightened and reinforced or replaced if necessary. In the event that vehicle decals are damaged, the proposer will install new decals to the repaired vehicle. Decal removal and installation

are to be included in the repair estimate.

General Shop Requirements:

SERVICE PROVIDER shop will meet the following minimum requirements:

- a) Be able to perform complete mechanical and body repairs, as well as paint equipment.
- b) Maintain a paint booth that is in legal compliance with all applicable laws.
- c) Maintain a secure storage area for all City of Oxnard owned vehicles.
- d) Possess a MIG and TIG welder or other electric spot-welding equipment for body welding including aluminum body repairs. The proposer shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.

Estimate Process Requirements:

SERVICE PROVIDER will provide estimates for mechanical, body repair and painting on an as needed basis as requested by the City of Oxnard. Estimates will include:

- a) Make, model and mileage of vehicle,
License plate number, VIN number and City of Oxnard unit number
- b) Itemized list of description of work to be performed
- c) Estimated number of labor hours of task
- d) Itemized list of parts and paint materials costs
- e) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
- f) Total repair estimate is to include sales tax
- g) Approximate schedule to complete the repairs after receiving a notice to proceed
- h) If applicable, any recommendations for future repairs
- i) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall

provide the name and version of the guide or software used

Prior to any repair, the SERVICE PROVIDER and City of Oxnard Fleet Service Writer or Fleet Supervisor will review the estimate and confirm that the estimate includes an accurate description of the vehicle condition. All repair estimates must be approved by the City of Oxnard in writing in advance of work being performed. Repair work will not start until a notice to proceed is received. Vendor shall assume full liability and responsibility for all equipment and contents (including radios, aftermarket lighting, and other standard or installed equipment) placed in its custody by the City of Oxnard under this contract.

Parts:

All parts used to provide repairs will be new Certified Original Equipment Manufacturer (OEM). Any and all incidental charges shall be included in the vendors hourly rate. Vendor shall furnish new unused O.E.M., remanufactured O.E.M., vehicle body parts, materials, and labor as required in accordance with the provisions and specifications contained herein. If OEM parts are not available or obsolete, notification to the City of Oxnard is required for approval.

Alignment:

SERVICE PROVIDER shall perform realignment of all equipment when needed. This shall be a thrust alignment for frame vehicles. A printout of the readings after the alignment will be included in each repair order. Vendor will ensure personnel or sub-contractor is qualified to perform alignment work.

Annual Aerial and pump certifications:

SERVICE PROVIDER shall perform annual aerial and/or pump certifications according to NFPA 1911 specifications. Vendor will ensure personnel or sub-contractor is qualified to perform certifications.

Frame Work:

SERVICE PROVIDER shall perform frame straightening of all equipment when needed. Vendor will ensure personnel or sub-contractor is qualified to perform all framework.

Major Repairs:

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Painting Process Requirements:

The paint process will consist of the following in the order listed, utilizing the latest state-of-the-art painting and paint matching systems, mixing tools, California compliant water-based or solvent-based paints, and clear coats and spraying tools:

- Primer
- Base Coat
- Clear Coat

Warranty:

All parts and supplies provided shall be warranted for a minimum period of twelve (12) months or twelve thousand (12,000) miles, or for any manufacturer warranty period, whichever is greater. Warranted parts shall be replaced with new parts. All warranty information will be made available to the City of Oxnard. Unsatisfactory repairs include but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other defects and/or imperfections in bodywork or paint finish.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and South Coast, LLC)**

SCHEDULE OF COMPENSATION

LABOR RATE	DISCOUNT
\$170	10% discount off vendor list price for parts

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and South Coast, LLC)

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-V

INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS (WHO REPAIR, INSTALL OR MAINTAIN VEHICLES AND EQUIPMENTS IN VENDORS/CONTRACTORS CARE, CUSTODY AND CONTROL)

City of Oxnard's Fleet Services Department cannot process any transactions until the following insurance documents have been submitted.

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

a. Commercial General Liability Insurance, including Contractual Liability in an amount not less than \$1,000,000 Occurrence/\$2,000,000 Aggregate for bodily injury and property damage for each claimant for General Liability with coverage equivalent to Insurance Services Office Garage Insurance Coverage form. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

b. Business Automobile Liability Insurance in an amount of \$1,000,000 combined single limit for bodily injury and property damage which may arise from or in connection with the performance of services hereunder by Vendor/Contractor, its agents, representatives, employees or subcontractors. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

c. When City vehicles are in the care, custody and control of the Contractor, Garagekeepers Legal Liability in an amount not less than \$1,000,000 per claimant must be provided.

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

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-T. 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

2. 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. Contractor is responsible to provide immediate notification to Risk Manager in the event coverage is suspended, voided, canceled or reduced in coverage.

3. Contractor agrees that the Commercial General Liability Insurance and Garagekeepers Legal 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. **Required forms for Commercial General Liability Insurance and Garagekeepers Legal Liability Endorsements are ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037, or equivalent.**

4. 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)**. 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.

5. 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.

6. 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.

10/23

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

INS-V.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

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

COMPANY
LETTER **B**

COVERAGES

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

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

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

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
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

[illegible]

[illegible]

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and South Coast, LLC)

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 \$18.89 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, 2023**

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 \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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 E

TRADE SERVICES AGREEMENT (CITY of Oxnard and South Coast, LLC)

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.11

DATE: December 19, 2023

TO: City Council

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

SUBJECT: Blanket Purchase Order with Flo-Systems Inc. for a Wastewater Effluent Pump and Right Angle Gear and Future Supplies.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Flo-Systems Inc. in the amount of \$400,000 for the purchase of pumps, angle gears and supplies for the Wastewater Division through June 30, 2024.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

BACKGROUND

The Wastewater Division treats approximately 17 million gallons of wastewater every day. As part of the process, treated wastewater is pumped into our ocean outfall using a primary pump, commonly referred to as “Big Red”, with a pumping capacity of 20 million gallons per day. Big Red pumps over 98% of all treated wastewater that is permitted to be discharged into the ocean and generally runs 24 hours per day. Big Red is over 40 years old, well past its useful life and has no redundant back-up. The maintenance requirements continue to increase every year, putting the wastewater plant at risk of a spill or permit violation if Big Red experiences a catastrophic failure. We currently do not have a spare and must rely on our original effluent pumps which are inefficient and unreliable.

DISCUSSION

The Wastewater Division recommends purchasing a spare effluent pump and right-angle gear. The spare pump and right angle gear have been specifically designed to fit within the existing effluent pumping infrastructure. Having a spare pump will ensure continued reliable flow should the existing pump experience a catastrophic failure. Additionally, having a pre-authorized authority not to exceed \$400,000 with Flo-Systems through the end of the 2023-2024 fiscal year will ensure the Wastewater Division can procure Flo-Systems pumps, equipment, and replacement components in a timely manner should an unexpected pump failure occur.

Flo-Systems, Inc. (Flo-Systems) is the single authorized distributor of Cascade brand pumps in the Southern California region. The lead time for this purchase is 10-12 weeks upon Flo-System’s receipt of a City Purchase Order.

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 of this Blanket Purchase Order with Flo-Systems shall not exceed \$400,000 for supplies through June 30, 2024. Sufficient appropriations are included in the Council-approved Adopted FY 2023-24 Wastewater operating budget for these parts/supplies.

For Finance Use Only: Wastewater Operating Fund (Org. 6113615 Obj. 56040 & 52110)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 28, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Flo-Systems Quote

18872 Macarthur Blvd Suite 310 Irvine CA 92612 | 714-202-8101 | www.flo-systems.net

October 10, 2023
Proposal: 090122JS Rev 1
Reference: Oxnard WWTP Mixed Flow Pump

Attn: Miguel Diaz

Flo-Systems is pleased to propose to you the supply of the following equipment:

**Subject to manufacturer's detailed scope of supply and specifications provided by customer.
Comments and clarifications below.

Rated for Conditions of Service: 17,361gpm @ 30'tdh
Replacement for Aurora Pump CQ

Qty.	Description
(1)	Cascade Pump 24MF mixed flow, 1-stage, 30" O.D. below base discharge, water flush lubrication, dynamically balanced bronze impeller, bronze bowl liner, 416 sst lineshaft & threaded lineshaft couplings, sst grease line to suction bowl bushing, discharge with Victaulic ring style 22 type A, sst bolting, coal tar epoxy paint, seismic calcs, non-witness performance test, 890 rpm, 82% bowl efficiency, 169 BHP, 12'-7 1/2" from baseplate to bottom of suction bell, weight ~ 5,800 lbs. Non-witness factory performance test
(1)	Right Angle Gear Drive (RAGD: De'Ran, model M16AH, 2:1 ratio, figure 1 rotation, VSS, with sprag non-reverse ratch, weight ~520 lbs

Lump sum price for above: \$181,921.62 (plus applicable tax)
Estimated Sales Tax 9.25% \$16,827.75

Total: \$198,749.37

Note: Pump also available with grease packed lubrication, drawing attached. Note any dimensional differences prior to order. Seal water flush assembly by others

*Estimated submittal lead time: 10-12 weeks after receipt of order.
Estimated production lead time after approval and release to production 24-26 weeks.
Revision includes 1.5% discount if complete proposal ordered prior to November 1, 2023

INCLUDED:

1. Freight to the jobsite. (**FOB factory** - freight allowed to the first destination).
2. Start-Up Service, Training & Field Tests - We provide the services of one Flo- Systems' technician. Water, materials, special instruments, etc., by others. Field tests are limited to our providing guidance and presence while the field tests are performed by others. Training is limited to guidance in utilizing the manufacturers operations and maintenance manuals. Additional service is available for an additional cost.
3. Shop drawings and maintenance manuals.

NOT INCLUDED:

1. Sales Tax.
2. Anchor bolts & jacking screws.
3. Gauges - warning signs.
4. Valves, piping, pipe supports, companion flanges.
5. Electrical control panel
6. Controls of any kind including: variable speed drives, control panels, starters, valves, or gauges
7. Any accessories or services not specifically mentioned in our proposal.
8. Travel and entertainment expenses for the Owner and/or Engineer and/or Third party inspector relating to witness testing or other factory visits/inspections
9. Guide pipe

This proposal reflects prices based solely upon Flo-Systems' Terms and Conditions attached. This proposal does not include the potential additional costs for bonding, accepting contractors terms and conditions, retentions, etc.

Thank you for the opportunity to submit this proposal.

Very truly yours,
Flo-Systems, Inc.

Jessica Soltanieh
jessicas@flo-systems.net
714-202-8101
Flo-Systems, Inc



QUOTE CQ1025 REV-1

CASCADE PUMP COMPANY
MANUFACTURERS OF AXIAL &
MIXED FLOW PUMPING EQUIPMENT

10107 SOUTH NORWALK BOULEVARD, PO BOX 2767
SANTA FE SPRINGS, CA 90670-0767
P: 562.946.1414 F: 562.941.3730

Flo-Systems

ATTENTION:

JESSICA SOLTANIEH

SUBJECT:

OXNARD WTP EFFLUENT PUMP
AURORA REPLACEMENT
CASCADE QUOTATION NO. CQ1025 REV-1

SCOPE OF SUPPLY

Rated Condition: 17,361 GPM at 30' feet total dynamic head.

Pump: 24MF mixed flow, 1-stage, 30" O.D. below base, plain-end discharge, water flush lubrication, 890 RPM, 82% bowl efficiency, 169 brake horsepower, 12'-7 1/2" from baseplate to bottom of suction bell, weight ≈ 5,800 lbs.

For use with existing Amarillo 5450 RAGD with 2:1 Ratio

Pump prices include engineering drawings, O&M Manuals, flanged coupling for driver, dynamically balanced bronze impeller, bronze bowl liner, 416 stainless steel lineshaft, 416 stainless steel threaded lineshaft couplings, stainless steel grease line to suction bowl bushing, discharge with Victaulic ring style 22 type A, stainless steel bolting, coal tar epoxy paint, lifting lugs, and coupling guards, Price also includes non-witnessed performance test of job bowl assembly with test lab motor and elbow. Testing will be conducted in accordance with H.I. 14.6, grade 1U. All other design features and materials are of Cascade standard construction.

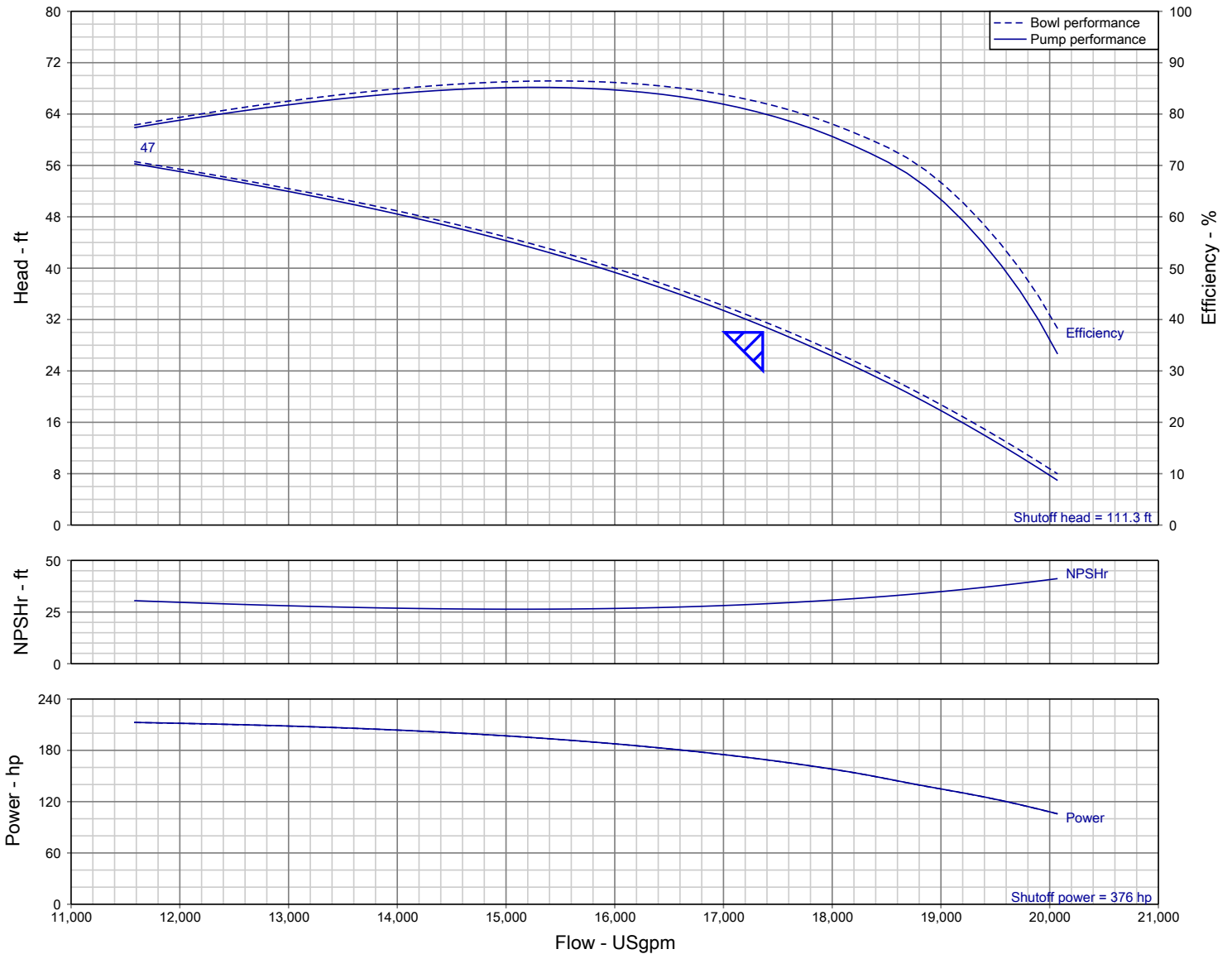


CASCADE PUMP COMPANY

Customer : FLO-SYSTEMS, INC.
Customer Reference :
Job Name : Oxnard WTP Effluent Pump
(Aurora replacement)

Pump Model : 24MF_XA4_A_RPM890
Quote/Serial No. : CQ1025

Pump and bowl (dashed) performance.



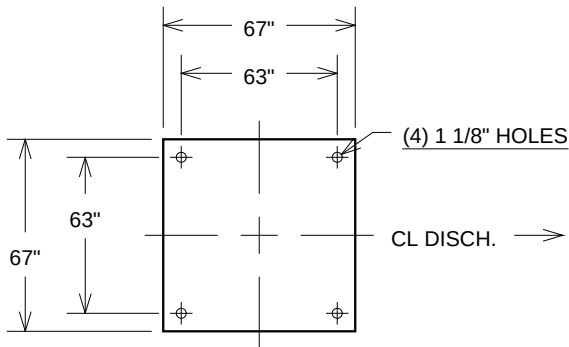
Curves show approximately the characteristics when pumping clear non-aerated water. No guarantee is made except for the rated point.

Quantity : 1
Flow, rated : 17,361.0 USgpm
Differential head / pressure, rated / TDH : 30.00 ft
Fluid density, rated / max : 1.000 / 1.000 SG
Date :
Item Number : A
Application :

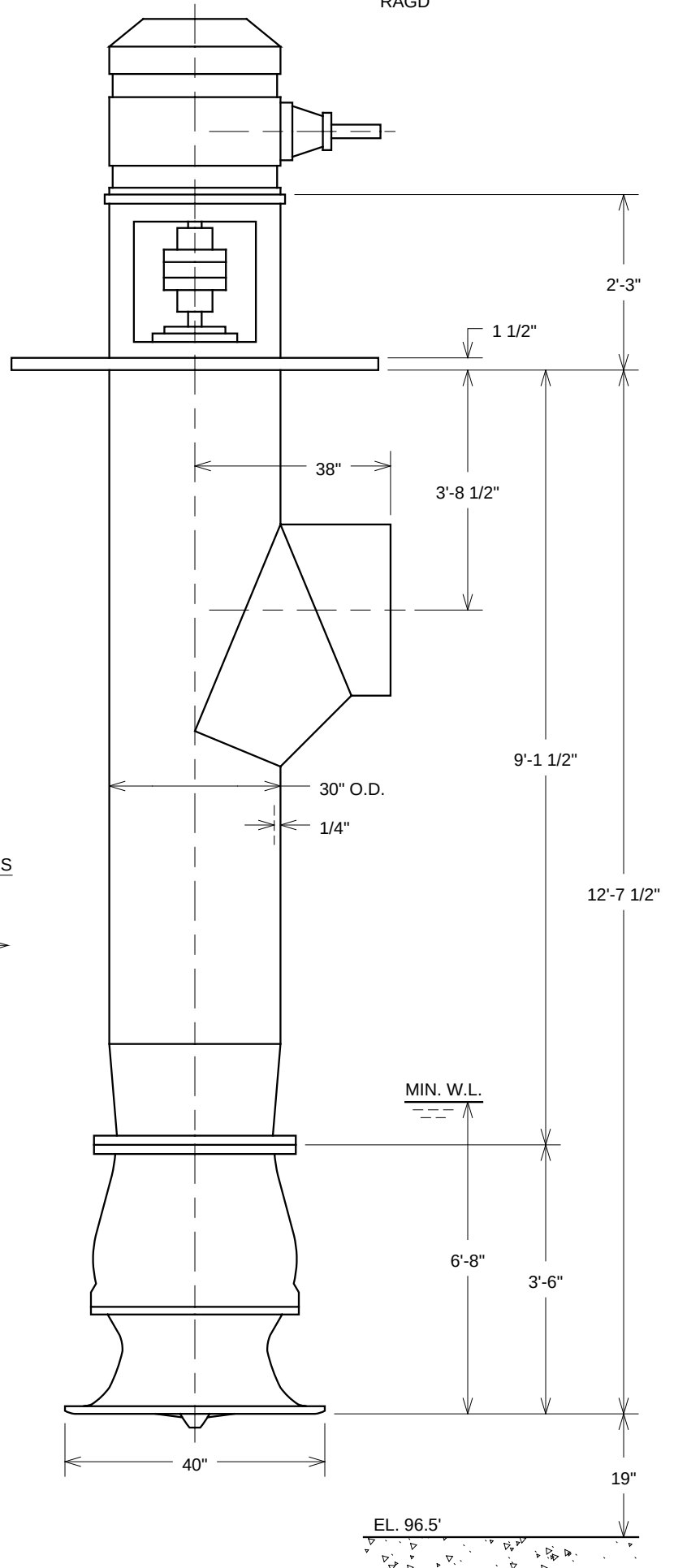
Stages : 1
Speed, rated : 890 rpm
Efficiency (bowl / pump) : 82.17 / 80.14 %
Power, rated : 169 hp
NPSH required : 28.94 ft

RAGD

Water Flushed Lubrication



BASE PLATE DETAIL



Customer Name: FLO-SYSTEMS

Job Name: OXNARD WTP EFFLUENT PUMP
(AURORA REPLACEMENT)

CASCADE PUMP COMPANY
SANTA FE SPRINGS, CALIFORNIA

#24MF Mixed Flow Pump
30" O.D. Discharge

DATE 09/28/21

SCALE NONE

DRAWN

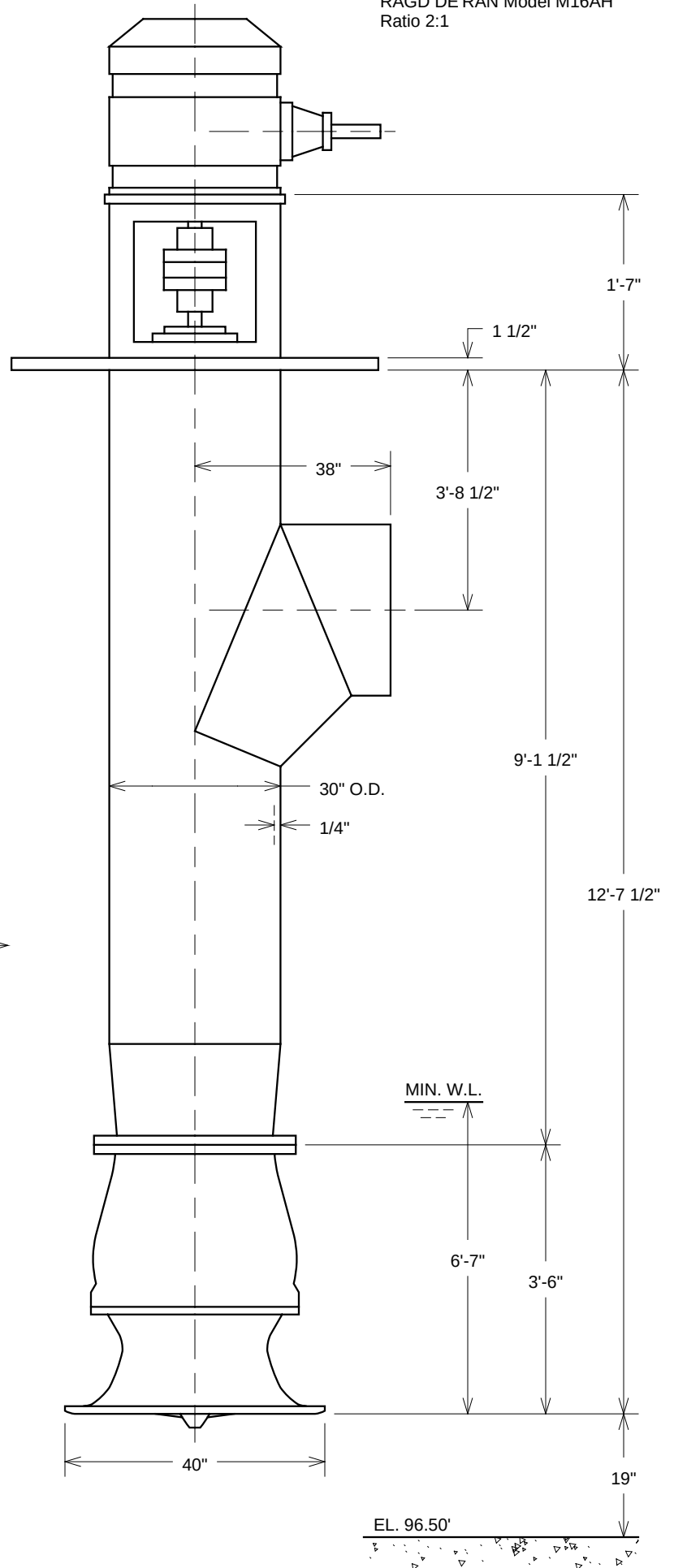
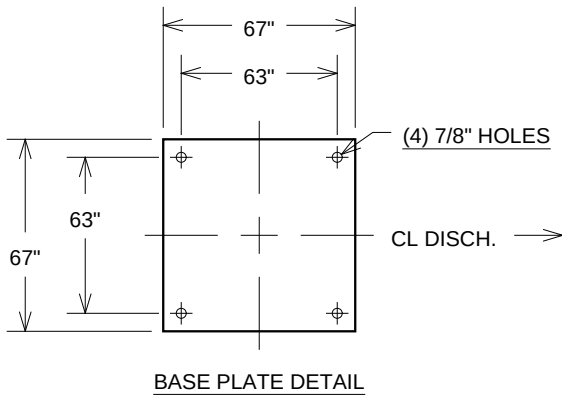
CHECKED

DMT

CQ1025-A

****Pump also available
in grease packed lubrication
see attached****

Grease Packed Lubrication



Customer Name: FLO-SYSTEMS

Job Name: OXNARD WWTP
"BIG RED" PUMP REPLACEMENT

CASCADE PUMP COMPANY
SANTA FE SPRINGS, CALIFORNIA

#24MF Mixed Flow Pump
30" O.D. Discharge

DATE 08/31/22	SCALE NONE	
DRAWN DMT	CHECKED	CQ1542-A

18872 Macarthur Blvd. Suite 310, Irvine CA 92612

Flo-systems.net | (714)202-8101 | F: (714)627-4936 | sales@flo-systems.net

TERMS OF SALE

1. ACCEPTANCE. These terms govern the purchase and sale of equipment, contractors services, etc., referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.

2. PAYMENT. Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.

3. RETENTIONS not previously approved in writing by SELLER are not permitted.

4. BACK CHARGES accepted only upon written approval by SELLER.

5. DELIVERY. SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.

6. RESPONSIBILITY. SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.

7. WARRANTY. For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. Warranty does not cover removal and installation of equipment. **8. TAXES.** Prices are exclusive of all taxes, federal, state local of any kind or nature.

9. TRANSPORTATION. Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.

10. COMPLIANCE WITH LAWS. BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.

11. INDEMNIFICATION. It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.

12. TITLE & LIEN RIGHTS. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.

13. MISCELLANEOUS. Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision



Standard submittals 10 to 12 weeks after receipt of acceptable Purchase Order.

Pump shipment is to 24-26 weeks after drawing approval and release to production.

Manufacture lead-time is estimated and is subject to availability of materials.

General Comments:

- Anchor bolts, installation, field testing, start-up, controls, Victaulic cplg, lubricants, etc. not included.
- Delivery terms are F.O.B. Shipping Point. **Freight charges are not included.**

Terms of Payment: Normal payment terms are net 30 days of invoice. Invoices are dated as of the date of shipment or notice of completion of manufacture if shipment is delayed at Purchaser's request. Purchaser's request shall be any cause whatsoever not reasonably within control of the Seller. If completion of manufacture is delayed at Purchaser's request, Seller may invoice according to percentage of completion. Storage of equipment shall be at Purchaser's risk and expense. We reserve the right to make partial shipments of equipment and pro rata invoice for that equipment as shipments are made. Retention of a percentage of the contract sale amount is prohibited unless agreed to in writing prior to our acceptance of contract. Credit worthiness of the purchaser will be determined upon receipt of contract. Credit terms, if authorized, are subject to change during the life of the contract if the financial condition of the Purchaser changes.

Sales and Similar Taxes: Unless otherwise stated in this quotation, prices do not include any Federal, State, or Local sales, use or other taxes that may be applicable to the sales of offered products or services. The amount of any such applicable taxes will be added to the invoice at the rate in effect at the time of shipment.

Terms and Conditions: This quotation is based solely upon the terms and conditions set forth herein including attachments. They supersede and reject any conflicting terms and conditions of yours. Any other terms and conditions that you may propose are subject to re-quotation.

This quotation will remain open for acceptance until September 30th, 2023. Due to current price increases in materials the quoted prices must be reviewed after this date. Please notify us prior to placing order to determine price increase, if any.

If you have any questions, feel free to call the sales office.

Sincerely,

CASCADE PUMP COMPANY

Attachments: Additional Terms and Conditions

ADDITIONAL TERMS & CONDITIONS

1. Prices are based on direct factory shipment or as noted.
2. The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Purchaser or by reason of "force majeure", which shall be deemed to mean all other causes whatsoever not reasonably within the control of the Seller, including, but not limited to acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, and inability to secure materials, labor or manufacturing facilities. Any delay resulting from any such cause shall extend shipping dates correspondingly. The Seller shall in no event be liable for any special, indirect or consequential damages arising from delay irrespective of the reason thereof, and receipt by the Purchaser shall constitute acceptance of delivery and waiver of any claims due to delay.
3. If quantities vary from those indicated we reserve the right to revise our prices. Where a quantity of material is quoted according to our takeoff, such quantity is believed to be accurate but cannot be guaranteed.
4. If an item quoted is not approved by the Consulting Engineer we assume no responsibility to furnish the item manufactured by others.
5. Orders shall not be subject to cancellation or change by the Purchaser unless agreed to in writing by the Seller. Purchaser will reimburse Seller for all losses and expenses incurred by such cancellation or change. Due to the custom nature of the product, cancellation charges may be up to 100% of order value.
6. Our Warranty on equipment and material covered herein is limited to that which is extended by the Manufacturer involved. We shall not be responsible for any damage arising directly or indirectly from the installation or use of this equipment. Copies of Warranty available on request.
7. Any preliminary drawings and illustrative materials herewith show general arrangement and approximate dimensions only. Certified drawings will be submitted after receipt of order if required.
8. No equipment or parts shall be returned to Seller without prior written authorization from the Seller. Partial credit may be allowed for returned material or equipment freight charges prepaid, F.O.B. Sellers factory. Amount of credit authorized will be determined after inspection.
9. Unless Purchaser specifies otherwise in writing. (a) goods will be boxed or crated as Seller may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at Sellers discretion, and may be insured at Purchaser's expense, value to be stated at order price. On all shipments F.O.B. Sellers factory, delivery of goods to the initial carrier will constitute delivery to Purchaser and all goods will be shipped at Purchaser's risk. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Purchaser. Acceptance of material from a common carrier constitutes a waiver of any claims against the Seller for delay or damage or loss.
10. Unless specifically stated herein, all material and/or equipment shall be installed and placed in service by and at the expense and under the exclusive responsibility of the Purchaser.
11. Purchaser shall be responsible for care, maintenance and protection of material and/or equipment after delivery. Purchaser agrees to provide and maintain adequate insurance for equipment and/or materials covered herein against loss or damage by fire, explosion or other causes during the time between shipment and final payment in an amount fully protecting Seller. The title and right of possession to the machinery shall remain with the Seller and the machinery shall remain personal property irrespective of attachment to or location on any foundation or in any structure, until all payments shall have been made in cash. The Purchaser will do all acts necessary to protect the above title and right. In the event of any default by the Purchaser, the Seller shall have the right to repossess the machinery as well as all other rights afforded to a conditional seller under the provisions of the Uniform Conditional Sales Act and any other applicable laws.



12. All agreements are contingent upon strikes, accidents or other causes beyond our control.
13. Interest chargeable at maximum legal rate on past due items still unpaid after 30 days from date of shipment. In addition to the prices and freight specified, Buyer shall pay all sales, consumers, or other taxes lawfully assessed or levied by the United States, a state or political subdivision thereof, or a municipal corporation, which are chargeable specifically to the transaction covered by the contract between Seller and Buyer, as well as additional freight rates and additional costs created by legislation or operation thereof.
14. These terms and conditions shall constitute a part of any contract which may be entered into and shall not be altered, modified, or added to unless specifically and expressly agreed to in writing by Seller, and all oral agreements and representations of Seller shall be embodied in any written contract of which they are a part. No statement, recommendation or assistance made or offered by the Seller or its representative to the Buyer or his representative, in connection with the use of any products or services sold by the Seller, shall be or constitute a waiver by the Seller of any of the provisions hereof or change the Seller's liability, as herein defined or constitute any guarantee or warranty.
15. The validity, interpretation, and performance of any purchase order issued accepting this proposal shall be controlled by and construed under the laws of the State of California. If legal action is brought to enforce any conditions of the purchase order or because of an alleged dispute, breach or default the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which it may be entitled.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.12

DATE: December 19, 2023
TO: City Council
FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org
SUBJECT: Adoption of a resolution Extending the Deadline to Establish an Online Permitting System for Post-Entitlement Phase Permits Under California Government Code Section 65913.3.5.(AB 2234)

RECOMMENDATION

That the City Council:

1. Find the project to be Categorically Exempt from review under the California Environmental Quality Act (CEQA) Guidelines, Section 15060 (c) (2) and Section 15378;
2. Adopt a Resolution to extend the Deadline to Establish an Online Permitting System for Post-Entitlement Phase Permits Under California Government Code Section 65913.3.5.(AB 2234)

(This item did not originate in Committee.)

BACKGROUND

Assembly Bill 2234 (Rivas), which took effect on January 1, 2023, requires local agencies to meet specific guidelines to issue post-entitlement building permits for certain types of housing projects in an expedited time frame, among other provisions by January 1, 2024. The bill only afforded one year for implementation and compliance with all articles of the bill, including establishing an online permitting system.

The bill contains an exemption to the implementation of an online permitting system that allows an extension of up to two years as follows:

65913.3.5. (a) (1) *A local agency located in a county with a population of 1,100,000 or greater, or a local agency with a population of 75,000 or greater in any county, as determined by the 2020 census, shall comply with subdivision (b) no later than January 1, 2024.*

(2) A local agency required to comply with paragraph (1) may extend the time period described in that paragraph by up to two years if the legislative body of the local agency does both of the following by January 1, 2024:

(A) Makes a written finding that adopting an online permitting system by January 1, 2024, would require substantial increases in permitting fees.

(B) Has initiated a procurement process for the purpose of complying with subdivision (b).

Staff is recommending that due to implementation challenges, that the City Council makes the findings described above that are necessary to extend the timeframe for compliance as permitted under this provision of the bill.

DISCUSSION

Arising from post-Covid development backlogs and exacerbated by a high percentage of unfilled positions in the

Planning and Building and Engineering Divisions, Community Development staff have been focused on addressing the backlog of development applications, and filling vacant positions. Senior manager attention has also been focused this calendar year on the initial year-long discovery phase of the online permitting software implementation (Tyler Energov), as part of the City's broader Enterprise Resource Planning (ERP) implementation efforts.

While the process of implementing an online permitting system is well underway, the implementation will not align with the January 1, 2024 timeframe requirements of AB 2234. Staff believe that the two year extension granted under the bill would align with the current ERP projection of 12 to 16 months before the online permitting software is fully implemented.

As such, Staff concludes that the City meets the statutory requirements to apply for the extension as follows:

- 1) Consideration of an "interim" freestanding software program, training and hardware was deemed infeasible due to costs, and recovery of such investment would have resulted in the need for the City to recover costs through fee increases to cover the need for expansive use of Information Technical (IT) staffing, professional engineering plan check consultants, and to supplement staff; such costs would have been required to be recovered through substantive permit fee increases, and;
- 2) The City has both initiated and procured consultant support via the ERP project to develop an online permitting software system.

The additional two year period will permit Staff from Community Development and IT to continue their efforts on implementing other elements of the bill, such as a website offering an expanded permit application checklist for submittals and continued participation in the ERP development processing modules to specifically include this new expedited housing permit type.

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.

FINANCIAL IMPACT

By implementing the two year extension, the City will save an unknown but likely significant cost to implement and support an interim software ahead of the ERP project. In addition, the Community will be relieved of having to absorb those unnecessary costs, as well as the likelihood of development processing delays.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jeff Pengilly, Community Development Director

ATTACHMENTS

1. Resolution
2. Assembly Bill No. 2234

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
EXTENDING THE DEADLINE TO ESTABLISH AN ONLINE PERMITTING
SYSTEM FOR POST-ENTITLEMENT PHASE PERMITS TO JANUARY 1, 2026 BY
MAKING SPECIFIC FINDINGS PURSUANT TO GOVERNMENT CODE
SECTION 65913.3.5, SUBD. (a)

WHEREAS, pursuant to Government Code Section 65913.3.5, subd. (b), local agencies with a population of 75,000 or more are required to provide an option for postentitlement phase permits to be applied for, completed, and retrieved by the applicant on the local agency's internet website; and

WHEREAS, under Government Code Section 65913.3, subd. (j)(3)(A), a "postentitlement phase permit" includes: (i) building permits and all inter-departmental review required for the issuance of a building permit; (ii) permits for minor or standard off-site improvements; (iii) permits for demolition; and (iv) permits for minor or standard excavation and grading; and

WHEREAS, pursuant to Government Code Section 65913.3.5, subd. (a), a local agency may extend the deadline to provide an online option for postentitlement phase permits to be applied for, completed, and retrieved by the applicant if the local agency: (1) makes a written finding that adopting an online permitting system by January 1, 2024 would require substantial increases in permitting fees; and (2) has initiated a procurement process for the purpose of complying with Government Code Section 65913.3.5, subd. (b); and

WHEREAS, while the process of implementing an online permitting system required by Government Code Section 65913.3.5, subd. (b) is well underway, the City will not be able to meet the January 1, 2024 deadline without implementing and supporting an interim software program that will present significant financial and logistical burdens; and

WHEREAS, by implementing the two year extension of the online permitting system, the City will avoid significant financial and logistical burdens by not having to implement and support an interim software that would have required substantial increases in permitting fees.

NOW, THEREFORE, the City Council of the City of Oxnard finds as follows:

1. The Recitals above are true and correct and are hereby incorporated into and made a part of this Resolution.
2. The City's adoption of the online permitting system required by Government Code Section 65913.3.5, subd. (b) by January 1, 2024 would require substantial increases in the City's permitting fees.

3. The City has initiated a procurement process for the purpose of complying with Government Code Section 65913.3.5, subd. (b).

4. The deadline for the City of Oxnard to comply with the requirement of Government Code Section 65913.3.5, subd. (b) is hereby extended to January 1, 2026.

PASSED AND ADOPTED THIS 19th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Assembly Bill No. 2234

CHAPTER 651

An act to amend Section 65589.5 of, and to add Sections 65913.3 and 65913.3.5 to, the Government Code, relating to planning and zoning.

[Approved by Governor September 28, 2022. Filed with Secretary of State
September 28, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2234, Robert Rivas. Planning and zoning: housing: postentitlement phase permits.

(1) Existing law, the Permit Streamlining Act, which is part of the Planning and Zoning Law, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires public agencies to approve or disapprove of a development project within certain specified timeframes. Existing law requires a city, county, or special district to provide specified information, including a current schedule of fees, exactions, and affordability requirements applicable to a proposed housing development project, and an archive of impact fee nexus studies, cost of service studies, or equivalent studies, conducted by the city, county, or special district, on its internet website.

The Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, specified housing development projects, including projects for very low, low, or moderate-income households and projects for emergency shelters, that comply with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete, unless the local agency makes specified written findings supported by a preponderance of the evidence in the record. The act authorizes a project applicant, a person who would be eligible to apply for residency in the housing development or emergency shelter, or a housing organization to bring a lawsuit to enforce its provisions.

This bill would require a local agency to compile a list of information needed to approve or deny a postentitlement phase permit, as defined, to post an example of a complete, approved application and an example of a complete set of postentitlement phase permits for at least 5 types of housing development projects, as defined, in the jurisdiction, as specified, and to make those items available to all applicants for these permits no later than January 1, 2024. The bill would define “local agency” for these purposes to mean a city, county, or city and county.

This bill would require a local agency, beginning on specified dates determined by population size, to provide an option for postentitlement phase permits to be applied for, completed, and retrieved by the applicant on its internet website, and accept applications for postentitlement phase permits and any related documentation by electronic mail until that process has been established. The bill would require the local agency to list on their internet website or provide by electronic mail upon request, as applicable, the current processing status of the applicant’s permit.

This bill would establish time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant, and whether to approve or deny an application, as

specified, and would make any failure to meet these time limits a disapproval of the housing development project and a violation of the Housing Accountability Act. The bill would define specified terms for its purposes. By imposing additional duties on local officials, the bill would impose a state-mandated local program.

(2) The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, based on various coastal resources planning and management policies set forth in the act.

This bill would provide that the above provisions would not apply to permits required and issued by specified government agencies, including permits required and issued by the California Coastal Commission.

(3) The Housing Accountability Act also requires a housing development project to be subject only to the ordinances, policies, and standards adopted and in effect when a preliminary application is submitted, except as specified. Existing law specifies the act does not prohibit a housing development project that is an affordable housing project from being subject to ordinances, policies, and standards adopted after the preliminary application was submitted if the project has not commenced construction within 3.5 years. Existing law defines “affordable housing project” for purposes of those provisions to mean a housing development in which units within the development are subject to a recorded affordability restriction for at least 55 years, among other things.

This bill would instead require either that units within the development be subject to a recorded affordability restriction for at least 55 years for rental housing and 45 years for owner-occupied housing or that the first purchaser of each unit participate in an equity sharing agreement, as specified.

(4) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, counties, and cities and counties, including charter cities, counties, and cities and counties.

(5) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 65589.5 of the Government Code is amended to read:

65589.5. (a) (1) The Legislature finds and declares all of the following:

(A) The lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California.

(B) California housing has become the most expensive in the nation. The excessive cost of the state’s housing supply is partially caused by activities and policies of many local governments that limit the

approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing.

(C) Among the consequences of those actions are discrimination against low-income and minority households, lack of housing to support employment growth, imbalance in jobs and housing, reduced mobility, urban sprawl, excessive commuting, and air quality deterioration.

(D) Many local governments do not give adequate attention to the economic, environmental, and social costs of decisions that result in disapproval of housing development projects, reduction in density of housing projects, and excessive standards for housing development projects.

(2) In enacting the amendments made to this section by the act adding this paragraph, the Legislature further finds and declares the following:

(A) California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives.

(B) While the causes of this crisis are multiple and complex, the absence of meaningful and effective policy reforms to significantly enhance the approval and supply of housing affordable to Californians of all income levels is a key factor.

(C) The crisis has grown so acute in California that supply, demand, and affordability fundamentals are characterized in the negative: underserved demands, constrained supply, and protracted unaffordability.

(D) According to reports and data, California has accumulated an unmet housing backlog of nearly 2,000,000 units and must provide for at least 180,000 new units annually to keep pace with growth through 2025.

(E) California's overall homeownership rate is at its lowest level since the 1940s. The state ranks 49th out of the 50 states in homeownership rates as well as in the supply of housing per capita. Only one-half of California's households are able to afford the cost of housing in their local regions.

(F) Lack of supply and rising costs are compounding inequality and limiting advancement opportunities for many Californians.

(G) The majority of California renters, more than 3,000,000 households, pay more than 30 percent of their income toward rent and nearly one-third, more than 1,500,000 households, pay more than 50 percent of their income toward rent.

(H) When Californians have access to safe and affordable housing, they have more money for food and health care; they are less likely to become homeless and in need of government-subsidized services; their children do better in school; and businesses have an easier time recruiting and retaining employees.

(I) An additional consequence of the state's cumulative housing shortage is a significant increase in greenhouse gas emissions caused by the displacement and redirection of populations to states with greater housing opportunities, particularly working- and middle-class households. California's cumulative housing shortfall therefore has not only national but international environmental consequences.

(J) California's housing picture has reached a crisis of historic proportions despite the fact that, for decades, the Legislature has enacted numerous statutes intended to significantly increase the approval, development, and affordability of housing for all income levels, including this section.

(K) The Legislature's intent in enacting this section in 1982 and in expanding its provisions since then was to significantly increase the approval and construction of new housing for all economic segments of California's communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, or render infeasible housing development projects and emergency shelters. That intent has not been fulfilled.

(L) It is the policy of the state that this section be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, housing.

(3) It is the intent of the Legislature that the conditions that would have a specific, adverse impact upon the public health and safety, as described in paragraph (2) of subdivision (d) and paragraph (1) of subdivision (j), arise infrequently.

(b) It is the policy of the state that a local government not reject or make infeasible housing development projects, including emergency shelters, that contribute to meeting the need determined pursuant to this article without a thorough analysis of the economic, social, and environmental effects of the action and without complying with subdivision (d).

(c) The Legislature also recognizes that premature and unnecessary development of agricultural lands for urban uses continues to have adverse effects on the availability of those lands for food and fiber production and on the economy of the state. Furthermore, it is the policy of the state that development should be guided away from prime agricultural lands; therefore, in implementing this section, local jurisdictions should encourage, to the maximum extent practicable, in filling existing urban areas.

(d) A local agency shall not disapprove a housing development project, including farmworker housing as defined in subdivision (h) of Section 50199.7 of the Health and Safety Code, for very low, low-, or moderate-income households, or an emergency shelter, or condition approval in a manner that renders the housing development project infeasible for development for the use of very low, low-, or moderate-income households, or an emergency shelter, including through the use of design review standards, unless it makes written findings, based upon a preponderance of the evidence in the record, as to one of the following:

(1) The jurisdiction has adopted a housing element pursuant to this article that has been revised in accordance with Section 65588, is in substantial compliance with this article, and the jurisdiction has met or exceeded its share of the regional housing need allocation pursuant to Section 65584 for the planning period for the income category proposed for the housing development project, provided that any disapproval or conditional approval shall not be based on any of the reasons prohibited by Section 65008. If the housing development project includes a mix of income categories, and the jurisdiction has not met or exceeded its share of the regional housing need for one or more of those categories, then this paragraph shall not be used to disapprove or conditionally approve the housing development project. The share of the regional housing need met by the jurisdiction shall be calculated consistently with the forms and definitions that may be adopted by the Department of Housing and Community Development pursuant to Section 65400. In the case of an emergency shelter, the jurisdiction shall have met or exceeded the need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. Any disapproval or conditional approval pursuant to this paragraph shall be in accordance with applicable law, rule, or standards.

(2) The housing development project or emergency shelter as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. The following shall not constitute a specific, adverse impact upon the public health or safety:

(A) Inconsistency with the zoning ordinance or general plan land use designation.

(B) The eligibility to claim a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

(3) The denial of the housing development project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible.

(4) The housing development project or emergency shelter is proposed on land zoned for agriculture or resource preservation that is surrounded on at least two sides by land being used for agricultural or resource preservation purposes, or which does not have adequate water or wastewater facilities to serve the project.

(5) The housing development project or emergency shelter is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete, and the jurisdiction has adopted a revised housing element in accordance with Section 65588 that is in substantial compliance with this article. For purposes of this section, a change to the zoning ordinance or general plan land use designation subsequent to the date the application was deemed complete shall not constitute a valid basis to disapprove or condition approval of the housing development project or emergency shelter.

(A) This paragraph cannot be utilized to disapprove or conditionally approve a housing development project if the housing development project is proposed on a site that is identified as suitable or available for very low, low-, or moderate-income households in the jurisdiction's housing element, and consistent with the density specified in the housing element, even though it is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation.

(B) If the local agency has failed to identify in the inventory of land in its housing element sites that can be developed for housing within the planning period and are sufficient to provide for the jurisdiction's share of the regional housing need for all income levels pursuant to Section 65584, then this paragraph shall not be utilized to disapprove or conditionally approve a housing development project proposed for a site designated in any element of the general plan for residential uses or designated in any element of the general plan for commercial uses if residential uses are permitted or conditionally permitted within commercial designations. In any action in court, the burden of proof shall be on the local agency to show that its housing element does identify adequate sites with appropriate zoning and development standards and with services and facilities to accommodate the local agency's share of the regional housing need for the very low, low-, and moderate-income categories.

(C) If the local agency has failed to identify a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit, has failed to demonstrate that the identified zone or zones include sufficient capacity to accommodate the need for emergency shelter identified in paragraph (7) of subdivision (a) of Section 65583, or has failed to demonstrate that the identified zone or zones can accommodate at least one emergency shelter, as required by paragraph (4) of subdivision (a) of Section 65583, then this paragraph shall not be utilized to disapprove or conditionally approve an emergency shelter proposed for a site designated in any element of the general plan for industrial, commercial, or multifamily residential uses. In any action in court, the burden of proof shall be on the local agency to show that its housing element does satisfy the requirements of paragraph (4) of subdivision (a) of Section 65583.

(e) Nothing in this section shall be construed to relieve the local agency from complying with the congestion management program required by Chapter 2.6 (commencing with Section 65088) of Division 1 of Title 7 or the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Neither shall anything in this section be construed to relieve the local agency from making one or more of the findings required pursuant to Section 21081 of the Public Resources Code or otherwise complying with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(f) (1) Except as provided in subdivision (o), nothing in this section shall be construed to prohibit a local agency from requiring the housing development project to comply with objective, quantifiable, written development standards, conditions, and policies appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need pursuant to Section 65584. However, the development standards, conditions, and policies shall be applied to facilitate and accommodate development at the density permitted on the site and proposed by the development.

(2) Except as provided in subdivision (o), nothing in this section shall be construed to prohibit a local agency from requiring an emergency shelter project to comply with objective, quantifiable, written development standards, conditions, and policies that are consistent with paragraph (4) of subdivision (a) of Section 65583 and appropriate to, and consistent with, meeting the jurisdiction's need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. However, the development standards, conditions, and policies shall be applied by the local agency to facilitate and accommodate the development of the emergency shelter project.

(3) Except as provided in subdivision (o), nothing in this section shall be construed to prohibit a local agency from imposing fees and other exactions otherwise authorized by law that are essential to provide necessary public services and facilities to the housing development project or emergency shelter.

(4) For purposes of this section, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity.

(g) This section shall be applicable to charter cities because the Legislature finds that the lack of housing, including emergency shelter, is a critical statewide problem.

(h) The following definitions apply for the purposes of this section:

(1) "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

(2) "Housing development project" means a use consisting of any of the following:

(A) Residential units only.

(B) Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use.

(C) Transitional housing or supportive housing.

(3) "Housing for very low, low-, or moderate-income households" means that either (A) at least 20 percent of the total units shall be sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or (B) 100 percent of the units shall be sold or rented to persons and families of moderate income as defined in Section 50093 of the Health and Safety Code, or persons and families of middle income, as defined in Section 65008 of this code. Housing units targeted for lower income households shall be made available at a monthly housing cost that does not exceed 30 percent of 60 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the lower income eligibility limits are based. Housing units targeted for persons and families of moderate income shall be made available at a monthly housing cost that does not exceed 30 percent of 100 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the moderate-income eligibility limits are based.

(4) "Area median income" means area median income as periodically established by the Department of Housing and Community Development pursuant to Section 50093 of the Health and Safety Code. The

developer shall provide sufficient legal commitments to ensure continued availability of units for very low or low-income households in accordance with the provisions of this subdivision for 30 years.

(5) Notwithstanding any other law, until January 1, 2030, “deemed complete” means that the applicant has submitted a preliminary application pursuant to Section 65941.1 or, if the applicant has not submitted a preliminary application, has submitted a complete application pursuant to Section 65943.

(6) “Disapprove the housing development project” includes any instance in which a local agency does any of the following:

(A) Votes on a proposed housing development project application and the application is disapproved, including any required land use approvals or entitlements necessary for the issuance of a building permit.

(B) Fails to comply with the time periods specified in subdivision (a) of Section 65950. An extension of time pursuant to Article 5 (commencing with Section 65950) shall be deemed to be an extension of time pursuant to this paragraph.

(C) Fails to meet the time limits specified in Section 65913.3.

(7) “Lower density” includes any conditions that have the same effect or impact on the ability of the project to provide housing.

(8) Until January 1, 2030, “objective” means involving no personal or subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official.

(9) Notwithstanding any other law, until January 1, 2030, “determined to be complete” means that the applicant has submitted a complete application pursuant to Section 65943.

(i) If any city, county, or city and county denies approval or imposes conditions, including design changes, lower density, or a reduction of the percentage of a lot that may be occupied by a building or structure under the applicable planning and zoning in force at the time the housing development project’s application is complete, that have a substantial adverse effect on the viability or affordability of a housing development for very low, low-, or moderate-income households, and the denial of the development or the imposition of conditions on the development is the subject of a court action which challenges the denial or the imposition of conditions, then the burden of proof shall be on the local legislative body to show that its decision is consistent with the findings as described in subdivision (d), and that the findings are supported by a preponderance of the evidence in the record, and with the requirements of subdivision (o).

(j) (1) When a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete, but the local agency proposes to disapprove the project or to impose a condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project upon written findings supported by a preponderance of the evidence on the record that both of the following conditions exist:

(A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

(2) (A) If the local agency considers a proposed housing development project to be inconsistent, not in compliance, or not in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision as specified in this subdivision, it shall provide the applicant with written documentation identifying the provision or provisions, and an explanation of the reason or reasons it considers the housing development to be inconsistent, not in compliance, or not in conformity as follows:

(i) Within 30 days of the date that the application for the housing development project is determined to be complete, if the housing development project contains 150 or fewer housing units.

(ii) Within 60 days of the date that the application for the housing development project is determined to be complete, if the housing development project contains more than 150 units.

(B) If the local agency fails to provide the required documentation pursuant to subparagraph (A), the housing development project shall be deemed consistent, compliant, and in conformity with the applicable plan, program, policy, ordinance, standard, requirement, or other similar provision.

(3) For purposes of this section, the receipt of a density bonus, incentive, concession, waiver, or reduction of development standards pursuant to Section 65915 shall not constitute a valid basis on which to find a proposed housing development project is inconsistent, not in compliance, or not in conformity, with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision specified in this subdivision.

(4) For purposes of this section, a proposed housing development project is not inconsistent with the applicable zoning standards and criteria, and shall not require a rezoning, if the housing development project is consistent with the objective general plan standards and criteria but the zoning for the project site is inconsistent with the general plan. If the local agency has complied with paragraph (2), the local agency may require the proposed housing development project to comply with the objective standards and criteria of the zoning which is consistent with the general plan, however, the standards and criteria shall be applied to facilitate and accommodate development at the density allowed on the site by the general plan and proposed by the proposed housing development project.

(k) (1) (A) (i) The applicant, a person who would be eligible to apply for residency in the housing development project or emergency shelter, or a housing organization may bring an action to enforce this section. If, in any action brought to enforce this section, a court finds that any of the following are met, the court shall issue an order pursuant to clause (ii):

(I) The local agency, in violation of subdivision (d), disapproved a housing development project or conditioned its approval in a manner rendering it infeasible for the development of an emergency shelter, or housing for very low, low-, or moderate-income households, including farmworker housing, without making the findings required by this section or without making findings supported by a preponderance of the evidence.

(II) The local agency, in violation of subdivision (j), disapproved a housing development project complying with applicable, objective general plan and zoning standards and criteria, or imposed a condition that the project be developed at a lower density, without making the findings required by this section or without making findings supported by a preponderance of the evidence.

(III) (ia) Subject to sub-subclause (ib), the local agency, in violation of subdivision (o), required or attempted to require a housing development project to comply with an ordinance, policy, or standard not adopted and in effect when a preliminary application was submitted.

(ib) This subclause shall become inoperative on January 1, 2030.

(ii) If the court finds that one of the conditions in clause (i) is met, the court shall issue an order or judgment compelling compliance with this section within 60 days, including, but not limited to, an

order that the local agency take action on the housing development project or emergency shelter. The court may issue an order or judgment directing the local agency to approve the housing development project or emergency shelter if the court finds that the local agency acted in bad faith when it disapproved or conditionally approved the housing development or emergency shelter in violation of this section. The court shall retain jurisdiction to ensure that its order or judgment is carried out and shall award reasonable attorney's fees and costs of suit to the plaintiff or petitioner, except under extraordinary circumstances in which the court finds that awarding fees would not further the purposes of this section.

(B) Upon a determination that the local agency has failed to comply with the order or judgment compelling compliance with this section within 60 days issued pursuant to subparagraph (A), the court shall impose fines on a local agency that has violated this section and require the local agency to deposit any fine levied pursuant to this subdivision into a local housing trust fund. The local agency may elect to instead deposit the fine into the Building Homes and Jobs Trust Fund. The fine shall be in a minimum amount of ten thousand dollars (\$10,000) per housing unit in the housing development project on the date the application was deemed complete pursuant to Section 65943. In determining the amount of fine to impose, the court shall consider the local agency's progress in attaining its target allocation of the regional housing need pursuant to Section 65584 and any prior violations of this section. Fines shall not be paid out of funds already dedicated to affordable housing, including, but not limited to, Low and Moderate Income Housing Asset Funds, funds dedicated to housing for very low, low-, and moderate-income households, and federal HOME Investment Partnerships Program and Community Development Block Grant Program funds. The local agency shall commit and expend the money in the local housing trust fund within five years for the sole purpose of financing newly constructed housing units affordable to extremely low, very low, or low-income households. After five years, if the funds have not been expended, the money shall revert to the state and be deposited in the Building Homes and Jobs Trust Fund for the sole purpose of financing newly constructed housing units affordable to extremely low, very low, or low-income households.

(C) If the court determines that its order or judgment has not been carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled, including, but not limited to, an order to vacate the decision of the local agency and to approve the housing development project, in which case the application for the housing development project, as proposed by the applicant at the time the local agency took the initial action determined to be in violation of this section, along with any standard conditions determined by the court to be generally imposed by the local agency on similar projects, shall be deemed to be approved unless the applicant consents to a different decision or action by the local agency.

(2) For purposes of this subdivision, "housing organization" means a trade or industry group whose local members are primarily engaged in the construction or management of housing units or a nonprofit organization whose mission includes providing or advocating for increased access to housing for low-income households and have filed written or oral comments with the local agency prior to action on the housing development project. A housing organization may only file an action pursuant to this section to challenge the disapproval of a housing development by a local agency. A housing organization shall be entitled to reasonable attorney's fees and costs if it is the prevailing party in an action to enforce this section.

(l) If the court finds that the local agency (1) acted in bad faith when it disapproved or conditionally approved the housing development or emergency shelter in violation of this section and (2) failed to carry out the court's order or judgment within 60 days as described in subdivision (k), the court, in addition to any other remedies provided by this section, shall multiply the fine determined pursuant to subparagraph (B) of paragraph (1) of subdivision (k) by a factor of five. For purposes of this section, "bad faith" includes, but is not limited to, an action that is frivolous or otherwise entirely without merit.

(m) Any action brought to enforce the provisions of this section shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure, and the local agency shall prepare and certify the record of proceedings in accordance with subdivision (c) of Section 1094.6 of the Code of Civil Procedure no later than 30 days after the

petition is served, provided that the cost of preparation of the record shall be borne by the local agency, unless the petitioner elects to prepare the record as provided in subdivision (n) of this section. A petition to enforce the provisions of this section shall be filed and served no later than 90 days from the later of (1) the effective date of a decision of the local agency imposing conditions on, disapproving, or any other final action on a housing development project or (2) the expiration of the time periods specified in subparagraph (B) of paragraph (5) of subdivision (h). Upon entry of the trial court's order, a party may, in order to obtain appellate review of the order, file a petition within 20 days after service upon it of a written notice of the entry of the order, or within such further time not exceeding an additional 20 days as the trial court may for good cause allow, or may appeal the judgment or order of the trial court under Section 904.1 of the Code of Civil Procedure. If the local agency appeals the judgment of the trial court, the local agency shall post a bond, in an amount to be determined by the court, to the benefit of the plaintiff if the plaintiff is the project applicant.

(n) In any action, the record of the proceedings before the local agency shall be filed as expeditiously as possible and, notwithstanding Section 1094.6 of the Code of Civil Procedure or subdivision (m) of this section, all or part of the record may be prepared (1) by the petitioner with the petition or petitioner's points and authorities, (2) by the respondent with respondent's points and authorities, (3) after payment of costs by the petitioner, or (4) as otherwise directed by the court. If the expense of preparing the record has been borne by the petitioner and the petitioner is the prevailing party, the expense shall be taxable as costs.

(o) (1) Subject to paragraphs (2), (6), and (7), and subdivision (d) of Section 65941.1, a housing development project shall be subject only to the ordinances, policies, and standards adopted and in effect when a preliminary application including all of the information required by subdivision (a) of Section 65941.1 was submitted.

(2) Paragraph (1) shall not prohibit a housing development project from being subject to ordinances, policies, and standards adopted after the preliminary application was submitted pursuant to Section 65941.1 in the following circumstances:

(A) In the case of a fee, charge, or other monetary exaction, to an increase resulting from an automatic annual adjustment based on an independently published cost index that is referenced in the ordinance or resolution establishing the fee or other monetary exaction.

(B) A preponderance of the evidence in the record establishes that subjecting the housing development project to an ordinance, policy, or standard beyond those in effect when a preliminary application was submitted is necessary to mitigate or avoid a specific, adverse impact upon the public health or safety, as defined in subparagraph (A) of paragraph (1) of subdivision (j), and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact.

(C) Subjecting the housing development project to an ordinance, policy, standard, or any other measure, beyond those in effect when a preliminary application was submitted is necessary to avoid or substantially lessen an impact of the project under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(D) The housing development project has not commenced construction within two and one-half years, or three and one-half years for an affordable housing project, following the date that the project received final approval. For purposes of this subparagraph:

(i) "Affordable housing project" means a housing development that satisfies both of the following requirements:

(I) Units within the development are subject to a recorded affordability restriction for at least 55 years for rental housing and 45 years for owner-occupied housing, or the first purchaser of each unit participates in an equity sharing agreement as described in subparagraph (C) of paragraph (2) of subdivision (c) of Section 65915.

(II) All of the units within the development, excluding managers' units, are dedicated to lower income households, as defined by Section 50079.5 of the Health and Safety Code.

(ii) "Final approval" means that the housing development project has received all necessary approvals to be eligible to apply for, and obtain, a building permit or permits and either of the following is met:

(I) The expiration of all applicable appeal periods, petition periods, reconsideration periods, or statute of limitations for challenging that final approval without an appeal, petition, request for reconsideration, or legal challenge having been filed.

(II) If a challenge is filed, that challenge is fully resolved or settled in favor of the housing development project.

(E) The housing development project is revised following submittal of a preliminary application pursuant to Section 65941.1 such that the number of residential units or square footage of construction changes by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, including any other locally authorized program that offers additional density or other development bonuses when affordable housing is provided. For purposes of this subdivision, "square footage of construction" means the building area, as defined by the California Building Standards Code (Title 24 of the California Code of Regulations).

(3) This subdivision does not prevent a local agency from subjecting the additional units or square footage of construction that result from project revisions occurring after a preliminary application is submitted pursuant to Section 65941.1 to the ordinances, policies, and standards adopted and in effect when the preliminary application was submitted.

(4) For purposes of this subdivision, "ordinances, policies, and standards" includes general plan, community plan, specific plan, zoning, design review standards and criteria, subdivision standards and criteria, and any other rules, regulations, requirements, and policies of a local agency, as defined in Section 66000, including those relating to development impact fees, capacity or connection fees or charges, permit or processing fees, and other exactions.

(5) This subdivision shall not be construed in a manner that would lessen the restrictions imposed on a local agency, or lessen the protections afforded to a housing development project, that are established by any other law, including any other part of this section.

(6) This subdivision shall not restrict the authority of a public agency or local agency to require mitigation measures to lessen the impacts of a housing development project under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(7) With respect to completed residential units for which the project approval process is complete and a certificate of occupancy has been issued, nothing in this subdivision shall limit the application of later enacted ordinances, policies, and standards that regulate the use and occupancy of those residential units, such as ordinances relating to rental housing inspection, rent stabilization, restrictions on short-term renting, and business licensing requirements for owners of rental housing.

(8) (A) This subdivision shall apply to a housing development project that submits a preliminary application pursuant to Section 65941.1 before January 1, 2030.

(B) This subdivision shall become inoperative on January 1, 2034.

(p) This section shall be known, and may be cited, as the Housing Accountability Act.

SEC. 2. Section 65913.3 is added to the Government Code, to read:

65913.3. (a) (1) A local agency shall compile one or more lists that shall specify in detail the information that will be required from any applicant for a postentitlement phase permit. The local agency may revise the lists of information required from an applicant. Any revised list shall not apply to any permit pending review.

(2) A local agency shall post an example of a complete, approved application and an example of a complete set of postentitlement phase permits for at least five types of housing development projects in the jurisdiction, including, but not limited to, accessory dwelling unit, duplex, multifamily, mixed use, and townhome.

(3) A local agency shall make the items required by paragraphs (1) and (2) available on the agency's internet website no later than January 1, 2024.

(b) (1) (A) A local agency shall determine whether an application for a postentitlement phase permit is complete and provide written notice of this determination to the applicant not later than 15 business days after the local agency received the application.

(B) If the local agency determines an application is incomplete, the local agency shall provide the applicant with a list of incomplete items and a description of how the application can be made complete. The list shall be limited to incomplete items that are included on the lists required by paragraph (1) of subdivision (a). The list and description shall be provided with the written notice required by subparagraph (A).

(2) (A) After receiving a notice that the application was incomplete, an applicant may cure and address the items that are deemed to be incomplete by the local agency.

(B) In the review of an application submitted pursuant to subparagraph (A), the local agency shall not require the application to include an item that was not included in the list required by subparagraph (B) of paragraph (1).

(C) If an applicant submits an application pursuant to subparagraph (A), the local agency shall determine whether the additional application has remedied all incomplete items listed in the determination issued pursuant to subparagraph (B) of paragraph (1). This additional application is subject to the timelines and requirements specified in subparagraph (A) of paragraph (1).

(3) If a local agency does not make a timely determination as required by paragraph (1) or (2) and the application or resubmitted application states that it is for a postentitlement phase permit, the application or resubmitted application shall be deemed to be complete for the purposes of this chapter.

(c) (1) For housing development projects with 25 units or fewer, a local agency shall complete the review and either return in writing a full set of comments to the applicant with a comprehensive request for revisions or return the approved permit application on each postentitlement phase permit requested, and immediately transmit that determination to the applicant by electronic mail and, if applicable, by posting the response on its internet website in the manner prescribed in subdivision (b) of Section 65913.3.5 not later than 30 business days after the local agency determines that an application for a postentitlement phase permit is complete pursuant to subdivision (b).

(2) For housing development projects with 26 units or more, a local agency shall complete the review and either return in writing a full set of comments to the applicant with a comprehensive request for revisions or return the approved permit application on each postentitlement phase permit requested, and immediately transmit that determination to the applicant by electronic mail and, if applicable, by posting the response on its internet website in the manner prescribed in subdivision (b) of Section 65913.3.5 not later than 60 business days after the local agency determines that an application for a postentitlement phase permit is complete pursuant to subdivision (b).

(3) (A) The time limits in this subdivision shall not apply if the local agency makes written findings within the time limits specified in paragraph (1) or (2) based on substantial evidence in the record that the proposed

postentitlement phase permit might have a specific, adverse impact on public health or safety and that additional time is necessary to process the application.

(B) For the purposes of this paragraph, “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(4) If the local agency requires review of the application by an outside entity, the time limits in this subdivision shall be tolled until the outside entity completes the review and returns the application to the local agency, at which point the local agency shall complete the review within the time remaining under the time limit, provided that the local agency notifies the applicant within three business days by electronic mail and, if applicable, by posting the notification on its internet website in the manner prescribed in subdivision (b) of Section 65913.3.5 of the tolling and resumption of the time limit.

(d) (1) If a local agency finds that a complete application is noncompliant, the local agency shall provide the applicant with a list of items that are noncompliant and a description of how the application can be remedied by the applicant within the time limits specified in subdivision (c).

(2) The local agency shall provide the list and description authorized by paragraph (1) when it transmits its determination to the applicant as required by subdivision (c).

(3) If a local agency denies a postentitlement phase permit application based on a determination that the application is noncompliant, the applicant may attempt to remedy the application.

(4) If an applicant submits an application pursuant to paragraph (3), the additional application is subject to the timelines of a new application as specified in subdivision (c).

(e) (1) If a postentitlement phase permit is determined to be incomplete under subdivision (b) or denied or determined to be noncompliant under subdivision (c) or (d), the local agency shall provide a process for the applicant to appeal that decision in writing to the governing body of the agency or, if there is no governing body, to the director of the agency, as provided by that agency. A city or county shall provide that the right of appeal is to the governing body or, at their option, the planning commission, or both.

(2) (A) With respect to a postentitlement phase permit concerning housing development projects with 25 units or fewer, a local agency on the appeal shall provide a final written determination by not later than 60 business days after receipt of the applicant’s written appeal. The fact that an appeal is permitted to both the planning commission and to the governing body does not extend the 60-business-day period.

(B) With respect to a postentitlement phase permit concerning housing development projects with 26 units or more, a local agency on the appeal shall provide a final written determination by not later than 90 business days after receipt of the applicant’s written appeal. The fact that an appeal is permitted to both the planning commission and to the governing body does not extend the 90-business-day period.

(f) If a local agency fails to meet the time limits in this section, it shall be in violation of Section 65589.5.

(g) This section does not place limitations on the amount of feedback that a local agency may provide or revisions that a local agency may request of an applicant.

(h) For residential or residential mixed-use developments that are subject to the requirements set forth in Section 65913.4, the provisions of paragraph (2) of subdivision (h) of Section 65913.4 shall apply. Permits for these developments that are subject to paragraph (2) of subdivision (h) of Section 65913.4 shall not be in conflict with the requirements of this section. The local agency shall comply with both sets of standards.

(i) This section does not preclude an applicant and a local agency from mutually agreeing to an extension of any time limit provided by this section. However, a local agency shall not require an agreement as a condition of

accepting the application for, or processing of, a postentitlement phase permit, unless the agreement is obtained for the purpose of permitting concurrent processing of related approvals or an environmental review on the same housing development project.

(j) For purposes of this section, the following definitions apply:

(1) “Housing development project” has the same meaning as in paragraph (3) of subdivision (b) of Section 65905.5.

(2) “Local agency” means any county, city, or city and county.

(3) (A) “Postentitlement phase permit” includes all nondiscretionary permits and reviews filed after the entitlement process has been completed that are required or issued by the local agency to begin construction of a development that is intended to be at least two-thirds residential, excluding discretionary and ministerial planning permits, entitlements, and other permits and reviews that are covered under Chapter 4.5 (commencing with Section 65920). A postentitlement phase permit includes, but is not limited to, all of the following:

(i) Building permits, and all inter-departmental review required for the issuance of a building permit.

(ii) Permits for minor or standard off-site improvements.

(iii) Permits for demolition.

(iv) Permits for minor or standard excavation and grading.

(B) A local agency may identify by ordinance a threshold for determining whether a permit constitutes a “minor” or “standard” permit for the purposes of this paragraph, which shall be supported by written findings adopted by the jurisdiction.

(C) A postentitlement phase permit does not include a permit required and issued by the California Coastal Commission, a special district, a utility that is not owned and operated by a local agency, or any other entity that is not a city, county, or city and county.

SEC. 3. Section 65913.3.5 is added to the Government Code, to read:

65913.3.5. (a) (1) A local agency located in a county with a population of 1,100,000 or greater, or a local agency with a population of 75,000 or greater in any county, as determined by the 2020 census, shall comply with subdivision (b) no later than January 1, 2024.

(2) A local agency required to comply with paragraph (1) may extend the time period described in that paragraph by up to two years if the legislative body of the local agency does both of the following by January 1, 2024:

(A) Makes a written finding that adopting an online permitting system by January 1, 2024, would require substantial increases in permitting fees.

(B) Has initiated a procurement process for the purpose of complying with subdivision (b).

(3) (A) The following local agencies shall comply with subdivision (b) no later than January 1, 2028:

(i) A local agency with a population of fewer than 75,000 located in a county with a total population of less than 1,100,000, as determined by the 2020 census.

(ii) A county with a population in the unincorporated area of fewer than 75,000, as determined by the 2020 census.

(B) A local agency required to comply with subparagraph (A) may extend the time period in subparagraph (A) by up to five years if the legislative body of the local agency makes a written finding that adopting an online permitting system on or before January 1, 2028, would require substantial increases in permitting fees.

(b) (1) Subject to subdivision (a), a local agency shall provide an option for postentitlement phase permits to be applied for, completed, and retrieved by the applicant on its internet website.

(2) Until a local agency has established the process required by paragraph (1) on its internet website, it shall accept applications for postentitlement phase permits and any related documentation by electronic mail.

(3) (A) The internet website shall list the current processing status of the applicant's permit by the local agency. That status shall note whether it is being reviewed by the agency or action is required from the applicant.

(B) A local agency required to accept applications by electronic mail pursuant to paragraph (2) shall respond to inquiries from an applicant regarding the current processing status of the applicant's permit via electronic mail.

(c) Notwithstanding subdivision (a), this section shall only apply to large jurisdictions, as defined in Section 53559.1 of the Health and Safety Code.

(d) For purposes of this section, the following definitions apply:

(1) "Local agency" means any county, city, or city and county, including charter cities.

(2) "Postentitlement phase permit" has the same meaning as in Section 65913.3.

SEC. 4. The Legislature finds and declares that access to affordable housing is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 2 and 3 of this act adding Sections 65913.3 and 65913.3.5 to the Government Code applies to all cities, counties, and cities and counties, including charter cities, counties, and cities and counties.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: December 19, 2023

TO: City Council

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

SUBJECT: 2023-2024 First Annual Action Plan Amendment. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan Amendment;
2. Approve the fiscal year 2023-2024 Annual Action Plan Amendment recommending a use of Community Development Block Grant funds for acquisition, infrastructure improvements and rehabilitation of real property;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2023-2024 Annual Action Plan and authorize the budget appropriations to fund the administration and projects, including the ability to increase or decrease project funding for the balance of the funds up to \$3,035,397.42 to allow for the purchase and improvements of real property;
4. Authorize the City Manager, and his designees, to execute the required documents for the submission of the amended 2023-2024 Annual Action Plan; and
5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Annual Action Plan amendments.

(This item did not originate in Committee.)

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

<https://youtu.be/6nqoUyBTg9o>

BACKGROUND

The City of Oxnard receives an annual allocation of approximately \$2,200,000 per year from the Community Development Block Grant. The grant program regulations allow for up to twenty-percent of the allocation to fund administration of the program, and up to fifteen-percent of the allocation to fund public services. The remaining sixty-five-percent can support activities such as economic development, infrastructure improvements, accessibility improvements, and capital improvements. Administration and public service activities cannot exceed their threshold caps. However, the other activities have no spending caps.

Every year funds are fully allocated to eligible activities; however, funds are often left unspent by the year's end, and are unallocated with the expectation of using them in the following year. Any participating jurisdiction will be deemed in violation of an expenditure requirement if it has more than 150% of the annual allocation unspent as of the first week of May.

Last year, the City of Oxnard failed to meet the timely expenditure requirement. Housing and Urban Development granted the City of Oxnard one year to improve the timeliness expenditure issue. In year two, the City of Oxnard was again unable to expend the required amount and was notified that a workout plan was needed. Staff submitted a workplan October 31, 2023. Federal approval of the workplan remains pending. Program grant funds, totaling \$3,035,397.42, that

remain unallocated are a result of discontinued capital projects from the Public Works and Housing Departments that caused funds to be deprogrammed during a three-year period from 2020 to 2022.

DISCUSSION

Through the creation of the required workplan, staff identified acquiring real property as a main activity in the use of funds. Acquisition requires a fast-paced process and will require some flexibility with the funds to maintain the pace of a motivated seller.

Staff requests that City Council allow the City Manager and staff the ability to use the funding for acquisition, rehabilitation and infrastructure of real property, including associated soft costs. Staff proposes to acquire property for the future development or rehabilitation of residential, commercial or mixed-use projects. Federal regulations permit the use of Community Development Block Grant funds for such uses where the development serves low- and moderate-income persons.

A draft 2023-2024 Annual Action Plan Amendment was made available for public review on the Housing Department website for thirty days. (<https://www.oxnard.org/city-department/housing/grants-management/>).

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

Attachment 1 provides reference to the \$3,035,397.42 that were unspent in prior years. Community Development Block Grant funds are available for use for eight years. After the eighth year, the ability to use funds expires and the City of Oxnard must return unexpended funds to the Department of Housing and Urban Development. After this amendment, any carry over (unspent) funds will be included in the annual budget for prospective projects.

All activities in the amendment will be supported by available HUD grant funding. Approval of the recommended actions will authorize any necessary grant revenue and/or expenditure budget amendments.

COMMITTEE OUTCOME

This item is a public hearing and therefore did not originate in Committee.

Prepared by: Andrea Palmer, Grants Manager

ATTACHMENTS

1. 2023-24 Annual Action Plan Funding Recommendations
2. 2023-24 Annual Action Plan Amendment Draft
3. PowerPoint Presentation

2023-2024 Community Development Block Grant
Reallocation to New Activity

CDBG Program Year	Unallocated Funding Amount
2020	\$42,261.57
2021	\$1,642,194.26
2022	\$1,350,941.59
TOTAL:	\$3,035,397.42

New Activity	Revised Funds
Real Property Acquisition	\$3,035,397.42

City of Oxnard

2023 Annual Action Plan Amendment Draft

November 2023

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



Executive Summary

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

FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE – City of Oxnard amendment to reallocate prior year resources for new projects to the Community Development Block Grant (CDBG) funds to the fourth year 2023 Annual Action Plan in the 2020- 2024 Ventura County Regional Consolidated Plan, per City of Oxnard Council Action on May 16, 2023. This is a substantial amendment and requires the first amendment to this document. The amendment is exclusively for the prior year CDBG funds as changes to a specific project have been identified in the AP-38 of this report. City of Oxnard City Council action scheduled on December 19, 2023.

1. Introduction

The City of Oxnard is within Ventura County, California, located northwest of Los Angeles and southwest of Santa Barbara. Oxnard is the largest city in the county with the population of 202,063, according to the United States Census Bureau population estimates in 2020. The regulations of the United States Department of Housing and Urban Development (HUD) require that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan.

The City of Oxnard (City) joined the Ventura County Regional Consolidated Plan (Regional ConPlan) for the 2020-2024 ConPlan period. The collaborators that developed the Regional Consolidated Plan are the County of Ventura, and 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 a HUD requirement that provides a needs and gaps analysis of the community to base Annual Action Plan goals and activities on, and to ensure that the targeted populations and geographic areas are being served in accordance to HUD regulations.

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:

- 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 FY2021-22 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY2023-24 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 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 FY2021-22.

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. The programs have not completed yet due to staff turnover in Public Works, however, the projects are anticipated to complete in program year 2023-2024.

Homeowner Rehabilitation was awarded funds in FY 2021-22, and was unable to complete its program due to the impacts related to COVID-19, therefore the program has been on hold for the past two years. Once the program has the capacity to commence services, CDBG funds will be considered to assist with the service.

Code compliance conducted 2,366 inspections in FY2021-22.

Homelessness services funded by HESG provided 86 persons with emergency shelter services and 20 households were provided rapid rehousing services in Oxnard during FY2021-22. Street Outreach is expected to move forward in FY2022-23.

The HOME funds provided 3 (three) down payment assistance loans to low- and moderate-income household Oxnard residents issued in FY2021-22.

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 business in FY 2022-23. There were six CDBG -CV activities that completed in FY2021-22 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 FY2021-22. The ESG-CV funds will continue to assist homeless persons in FY2022-23.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE- For purposes of the Annual Action Plan Amendment, the public hearing is scheduled on December 19, 2023 during the full Council meeting. A 30-day public comment period was conducted between November 17, 2023 and December 19, 2023. Comments are pending during the comment period.

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](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. 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 (1) to provide the opportunity to the public to comment on the projects recommended for funding for FY 2023-24 AAP and the draft AAP; and (2) to receive recommendations and direction from the City Council regarding the FY 2023-24 AAP grant funding. 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, Multi Service Center-Resident Services in Oxnard Colonia neighborhood, Oxnard Senior Centers 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 April 14, 2023 and will end on May 16, 2023. There was no verbal comment and one written comment was submitted during the public comment period.

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 ANNUAL ACTION PLAN AMENDMENT UPDATE – All comments will be accepted, then recorded upon the completion of the 30-day public comment period.

First Public Hearing: February 14, 2023

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

Second Public Hearing: May 16, 2023

During the second Public Hearing, there were no verbal comments submitted. In addition, one written comment was submitted during the public comment period. The written comment was in reference to the 2023-2024 HESG Grant Awards: Formal Appeal Letter to request reconsideration of grant funds for The Kingdom Center.

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

FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE – Comments pending during the 30-day public comment period. Final amendment will provide an update; however, all comments will be accepted for the record.

During the first Public Hearing, all comments were accepted.

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

7. Summary

FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE – Comments pending

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

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Federal regulations require that a participating jurisdiction consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff have developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income.

The regional consolidated plan and the annual action plan represent a comprehensive planning effort mainly led by Housing Department-Grants Management Division staff, with involvement of (1) local government experts; (2) the social services community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultations efforts:

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; Oxnard Housing Authority; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the Regional ConPlan and the AAP.
- City staff members in the Department and/or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, Oxnard Housing Authority, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts.
- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate in the public hearings.
- The Housing staff finalized the City of Oxnard Analysis of Impediments to Fair Housing (AI), which is required by HUD to be submitted once every five years. In January of 2019, the City and the County of Ventura agreed to collaborate on the production of the AI, which was completed and adopted by the Oxnard City Council in May of 2020.

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.
- 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.

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 on next page.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CITY OF OXNARD
	Agency/Group/Organization Type	PHA Services - Housing Services-homeless Service-Fair Housing Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard Public Housing Authority and the Affordable Housing Division are under the direction of the Housing Director of the City of Oxnard, as is the Grants Management Division. A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis.

2	Agency/Group/Organization	MERCY HOUSE
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed outreach, case management and homeless services provided by Mercy House to support overnight shelter for the homeless.
3	Agency/Group/Organization	PEOPLES SELF HELP
	Agency/Group/Organization Type	Non-Profit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	During the current fiscal year People Self-Help Housing submitted a funding application requesting HOME program funding for the development of a 100% affordable housing development, known as Cypress Place at Garden City. The project will consist of two phases. HOME funding is being requested for the first phase, which will include a total of 90 rental units (inclusive of one unrestricted manager's unit). 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.
5	Agency/Group/Organization	Many Mansions
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Many Mansions submitted a funding application for development of an 87 unit development in downtown, known as Central Terrace Apartments in 2020. While the City initially considered HOME funds as the funding source, the City instead provided City in-lieu funds. In 2022 Many Mansions secured all funding necessary to move forward with this project and is estimated to begin construction in June 2022. The development will be 100% affordable and will provide 8 City in-lieu units and will also be receiving 35 Project Based Vouchers from the Oxnard Housing Authority to provide 35 permanent supportive housing units to homeless households and will also provide on-site supportive services. Many Mansions is in the process of obtaining land use approvals for Phase II of their downtown development, Phase II of their development is known as Aspire Apartments. Many Mansions has expressed interest in submitting an application for HOME-ARP funding for this project or the use of other funds, for a gap-financing loan, but given that the City is still required to complete a community engagement process and submit a plan to HUD to determine the use of HOME-ARP funds, the City is not able to consider any applications for use of these funds at this time.
6	Agency/Group/Organization	CABRILLO ECONOMIC DEVELOPMENT CORPORATION
	Agency/Group/Organization Type	Non-Profit CHDO

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cabrillo applied for HOME CHDO development assistance funds to construct 57-rental units which will include housing for farmworker families, located at the corner of Pleasant Valley Road and Etting Road, Oxnard, CA 93033. The Housing Department previously issued a conditional letter of approval to Cabrillo for this development, however, given that the conditional approval was for a 42 unit development which has now been increased to 57 units, the Housing Department is currently in the process of reviewing their updated application for consideration of HOME funds.
7	Agency/Group/Organization	THE KINGDOM CENTER
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	ADA compliance and resource development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kingdom Center was toured by staff and determined areas of the facility that could be upgraded, enhanced and modified to promote greater access for persons with disabilities. In 2020-2021, architectural plans were completed for the project, and it is anticipated that the construction phase of the project will commence in 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
	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

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC), through a regional agreement with the County of Ventura. The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolutions services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with a bi-annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities.
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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 15 set aside homeless preference vouchers per fiscal year, 77 VASH vouchers, 46 Emergency Housing vouchers, 10 Family Unification vouchers and 40 Mainstream vouchers.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	The City's 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.
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.

The time frame during which housing accomplishments towards the RHNA can be counted (RHNA cycle) is June 30, 2021 through October 31, 2029. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2021-2029 SCAG RHNA determined that 2,911 units are required to be affordable to lower income households and 1,538 are affordable to moderate income households.

The City Housing Department’s mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City’s General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well maintained housing for eligible low and very low income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

All City housing projects undertaken with federal funds from HUD or other state or federal funding source must comply with the requirements of the City’s Housing Element, General Plan, SCAG, State of California Housing and Community Development Department (HCD) and HUD.

AP-12 Participation – 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

Citizen Participation Outreach table on next page.

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

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	No comments were received	No comments were received	NA
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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)
			both in Spanish and English.			

3	Community Meetings	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	2 people attended the community meeting. The community meetings were located at the Oxnard Public Library on 1/19/23, South Oxnard Center 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 shelter, 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
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4	Resident Survey	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	16 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; Beach patrol, animal control patrol, code compliance re: fence height, barricades	All comments accepted	NA
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				between houses on Mandalay Beach Road preventing beach access and code compliance to work weekends; rehabilitation loan programs; Sidewalks in the southern Wilson neighborhood (low income area) haven't been repaired in 25+ years; to limit the proliferation of smoke shops and liquor stores in south Oxnard, stricter regulations should be implemented, Increased presence of graffiti action		
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				crews and improved signage in the Blackstock south, Fresh & Easy and Hughes owners to invest in their business areas, Signs for no double parking on Yucca street-creates traffic & accidents; More bike paths, esp. Rose all the way, Move Food Share from College Park on Weds to churches so as to not clog up Rose and close the park, Turn old Subway on Pleasant Valley into Comm Action South/Comm Center training		
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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)
				facility for people and Neighborhood Help Groups; Assist police & Neighborhood Watch Youth Groups with grants for training & justice program.		

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 - no verbal comment was received and one written comment was received	All comments accepted	NA

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.	No Comments were received	No Comments were received	NA
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Internet Outreach	Non-targeted/broad community	Not Measured	No comments received	No Comments Received	https://www.oxnard.org/city-department/housing/grants-management/

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)
8	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE - Public hearing will be held on December 19, 2023	Public Hearing comments – pending public hearing	All comments pending public hearing	NA

Table 4 – Citizen Participation Outreach

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

FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE – Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$3,035,397.

Anticipated Resources

Table on next page.

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	3,305,397	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 will be distributed as Public Improvements & Other Programs as detailed by the City during the AAP process. FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE – Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$3,035,397
HOME	public - federal	Acquisition Homebuyer assistance Homeowner	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

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: \$		
		rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA						\$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.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation : \$	Program Income: \$	Prior Year Resources : \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	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 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

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city property leased for homeless shelter at 1450 S. Rose Ave, Oxnard, CA
Temporary Emergency Shelter at 351 South K Street, Oxnard, CA
Oxnard Housing Authority Public Housing Sites

Discussion

The resources for 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.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Supply of Affordable Housing	2020	2024	Affordable Housing		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing	CDBG: \$250,000 HOME: \$781,981 CDBG-Prior Year Resource: \$3,035,397	Rental units constructed: 5 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted **AMENDMENT UPDATE- 25 Households

2	Enhance Economic Stability	202 0	202 4	Non-Housing Community Development		Increase Job Skills Facade Improvements Local Entrepreneurship	CDBG: \$0 HOME: \$0 ESG: \$0 CDBG-CV: \$0 ESG-CV: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Facade treatment/business building rehabilitation: 0 Business Brownfield acres remediated: 0 Acre Rental units constructed: 0 Household Housing Unit Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Added: 0 Household Housing Unit Homeowner Housing Rehabilitated: 0 Household Housing Unit Direct Financial Assistance to
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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
								Homebuyers: 0 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted Homeless Person Overnight Shelter: 0 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds Homelessness Prevention: 0 Persons Assisted Jobs created/retained: 0 Jobs Businesses assisted: 0 Businesses Assisted Housing for Homeless added: 0 Household Housing Unit Housing for People with HIV/AIDS added: 0 Household Housing Unit HIV/AIDS Housing Operations: 0 Household Housing Unit Buildings Demolished: 0 Buildings Housing Code Enforcement/Foreclosed Property Care: 0 Household Housing Unit Other: 0 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Increase Social Services	2020	2024	Non-Homeless Special Needs		Assistance for Senior Residents Social Services Youth Activities and Services	CDBG: \$292,087	Public service activities other than Low/Moderate Income Housing Benefit: 655 Persons Assisted
4	Work to End Homelessness	2020	2024	Homeless		Homelessness	CDBG: \$55,000 ESG: \$207,883	Public service activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted 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		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: 11000 Persons Assisted

6	Effective Administration	2020	2024	Planning and Administration		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$462,783 HOME: \$86,886	Other: 0 Other
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Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Supply of Affordable Housing
	Goal Description	Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County.
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, mental 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.

Projects

AP-35 Projects – 91.220(d)

Introduction

FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE – Mid-Year reallocation of new projects of CDBG funded with prior year resources of \$3,035,397 -One project through the mid-year reallocation are being proposed; a site acquisition for a housing project (Project #10: Site Acquisition). The proposed acquisition may be for residential or commercial property and may include rehabilitation should the lot include parcels, and may also include infrastructure improvements. It is not known at this time the specific dynamics of the acquisition, however, city staff intends to ensure the property complies with serving low- and moderate-income residents.

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, Homeownership Opportunities, Housing Support and Stability, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homeless Assistance, Parks and Community Space, Public Improvement & Infrastructure and Administration and Planning.

Projects

#	Project Name
1	NEW RENTAL HOUSING
2	HOMEOWNERSHIP OPPORTUNITIES
3	ASSISTANCE FOR SENIOR RESIDENTS
4	OTHER PUBLIC SERVICES
5	YOUTH ACTIVITIES AND SERVICES
6	HOMELESS ASSISTANCE
7	PARKS AND COMMUNITY SPACE
8	PUBLIC FACILITY & IMPROVEMENT
9	ADMINISTRATION

#	Project Name
10	SITE ACQUISITION

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.

AP-38 Project Summary

Project Summary Information

1	Project Name	NEW RENTAL HOUSING
	Target Area	
	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- AND MODERATE-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- AND MODERATE-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	
	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

	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	ASSISTANCE FOR SENIOR RESIDENTS
	Target Area	NA
	Goals Supported	Increase Social Services
	Needs Addressed	Assistance for Senior Residents
	Funding	CDBG: \$85,500
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2023 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	100 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
4	Project Name	OTHER PUBLIC SERVICES
	Target Area	NA
	Goals Supported	Increase Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$117,500
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2023 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR HOMELESS SERVICES, MENTAL HEALTH 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- AND MODERATE-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES, 30 INDIVIDUALS 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, 3) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION, AND 4) MENTAL HEALTH SERVICES BY CALIFORNIA LUTHERAN UNIVERSITY
5	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	NA
	Goals Supported	Increase Social Services
	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- AND MODERATE-INCOME NEIGHBORHOOD
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
6	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
	Project Name	HOMELESS ASSISTANCE
	Target Area	
	Goals Supported	Work to End Homelessness

	Needs Addressed	Homelessness
	Funding	ESG: \$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
	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
7	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- AND MODERATE-INCOME 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-INCOME AREA IN OXNARD
8	Project Name	PUBLIC FACILITY & IMPROVEMENT
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Utilities and Public Infrastructure
	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- AND MODERATE-INCOME CENSUS TRACT NEIGHBORHOOD, ESTIMATED AT 10,000 PERSONS
	Location Description	LOW- AND MODERATE-INCOME AREAS
	Planned Activities	NEIGHBORHOOD IMPROVEMENT IN LOW- AND MODERATE-INCOME AREA IN OXNARD
9	Project Name	ADMINISTRATION
	Target Area	
	Goals Supported	Effective Administration

	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$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
	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
10	Project Name	***FIRST ANNUAL ACTION PLAN AMENDMENT UPDATE SITE AQUISITION
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing

	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing
	Funding	CDBG: \$3,035,397
	Description	SITE ACQUISITION FOR A HOUSING PROJECT, OR MORE THAN ONE HOUSING PROJECT.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	25 HOUSEHOLDS
	Location Description	CITYWIDE
	Planned Activities	SITE ACQUISITION FOR A HOUSING PROJECT, OR MORE THAN ONE HOUSING PROJECT. SITE MAY NEED REHABILITATION OR INFRASTRUCTURE TO THE EXISTING SITE.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
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. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. The Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

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 (Dolores Huerta Garden) 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
Special-Needs	0
Total	15

Table 6 - One Year Goals for Affordable Housing by Support Requirement

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

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.

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 Survey: Final Report", published in April 2023. The report is at the following website: <https://s33020.pcdn.co/wp-content/uploads/2023/04/VC-2023-Homeless-Count-Report-FINAL.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2023 PIT counted 625 unsheltered homeless persons and 213 sheltered homeless persons; a total of 838 homeless persons in Oxnard.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Oxnard continued the operation of a year round homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. 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 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 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.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. 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 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

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

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion:

The City anticipates new inclusionary affordable housing to be developed within several proposed specific plans and other new projects, including the Central Terrace Apartments, which will include 9 City inclusionary units as well as 77 other 100% affordable units. The 2nd and B project (Homeless Solutions Center) will provide 6 City inclusionary units as well as 49 other 100% affordable units. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City will utilize a consulting agreement to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act; 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).

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Annual Action Plan
2023

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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. The City also applies for competitive grants in support of affordable housing initiatives and partners with other housing organizations to assist in housing low-income and the unhoused with permanent housing options.

CDBG funds are currently being used for downpayment assistance through a subrecipient.

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:

The City does not have a resale provision, therefore the City's policy is to recapture the funds for future HOME-eligible activities. Below describes the City's recapture provisions and procedures.

Recapture Provisions

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:
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that

will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Not Applicable

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Not Applicable

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

The City does prioritize the development of housing for those unhoused or previously unhoused. The two programs primarily funded by HOME have been downpayment assistance and affordable housing developments, however, there have been no other exclusions, or preferences to other targeted populations. The City, County, and state all are in dire need of more housing, and the City is working to increase the number of units available within the community.

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 centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Ventura to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications
- d. The funding recommendations are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
- e. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- f. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
- g. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
- h. Contracts are completed and services can begin on July 1.
- i. All HESG contracts are awarded for two years

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- **Emergency Shelters:** Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- **Transitional Housing:** must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- **Rapid Re-housing:** must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- **Eviction Prevention:** must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- **All clients,** with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- **MINIMUM STANDARDS:** Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- **BUILDING AND HABITABILITY STANDARDS:** Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- **MONITORING:** City staff will monitor the use of grant funds through a combination of a thorough review of submitted reports, review of audit or financial statements, and monitoring and site visits. The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$15,591 and 60% for street outreach and emergency shelter \$124,729; total \$140,320 for those cost categories. The remaining balance, a total of \$67,563 or 32.5% towards rapid re-housing support.

2023 – 2024 Annual Action Plan First Amendment

Emilio Ramirez, Director
Housing Department

City Council
December 19, 2023

1. Community Development Block Grant (CDBG) receives an annual allocation currently averaging \$2.2 million per year.
2. By the year-end, due to multiple projects and project goals, some projects end with a fund balance that is able to carry over to the next year.
3. Multiple years of fund balances have accumulated and caused a timeliness concern to which HUD has requested a timeliness expenditure workout plan.
4. This request to Council is to utilize the excess funds for property acquisition that complies with uses in accordance to HUD regulations.

1. A timeliness workout plan was submitted on October 31, 2023 to include the purchase of one or more properties for residential, commercial, or mixed-use property in support of assisting low- and moderate-income residents.
3. Funding carryover includes fund balances from fiscal years 2020-21, 2021-22, and 2022-23 as shown below. Staff requests that Council allow the ability to appropriate the total amount of the funds between acquisition, rehabilitation, and public improvements as needed upon acquiring a site or multiple sites with these funds.
4. Staff is requesting approval to use \$3,035,397.42 to purchase one or more properties that will ultimately assist low- and moderate-income households.
5. The use of the CDBG funds for this purpose will cure the timeliness expenditure issues caused by a backup of unallocated funds.

CDBG Program Year	Unallocated Funding Amount
2020	\$42,261.57
2021	\$1,642,194.26
2022	\$1,350,941.59
TOTAL:	\$3,035,397.42

That the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan Amendment;
2. Approve the fiscal year 2023-2024 Annual Action Plan Amendment recommending a use of Community Development Block Grant funds for acquisition, infrastructure improvements and rehabilitation of real property;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2023-2024 Annual Action Plan and authorize the budget appropriations to fund the administration and projects, including the ability to increase or decrease project funding for the balance of the funds up to \$3,035,397.42 to allow for the purchase and improvements of real property;
4. Authorize the City Manager and his designees, to execute the required documents for the submission of the amended 2023-2024 Annual Action Plan; and
5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Annual Action Plan amendments.



End of Presentation



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.2

DATE: December 19, 2023

TO: City Council

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

SUBJECT: 2020 Annual Action Plan Sixth Amendment – Emergency Shelter Grant CARES Act. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing regarding the fiscal year 2020 Annual Action Plan Amendment;
2. Approve the fiscal year 2020-2021 Amended Annual Action Plan;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020 Annual Action Plan and authorize the budget appropriations to fund the administration and projects;
4. Authorize the City Manager, and his designees, to execute the required documents to submit the 2020-2021 Amended Annual Action Plan to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Amended Annual Action Plan

(This item did not originate in Committee.)

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

<https://youtu.be/OAVZdLuMMW4>

BACKGROUND

The CARES Act granted a special allocation of \$5,255,005 of Emergency Shelter Grant (ESG-CV) funds to the City of Oxnard for the purpose of assisting the homeless population during the Coronavirus pandemic. In October 2021, the City Council approved the 2020-2021 Annual Action Plan Amendment to include the Emergency Shelter Grant CARES Act funds in the amount of \$5,255,005. As of the close of fiscal year 2022-23, all funds have been expended with the exception of \$525,265.47. If the unexpended funds are not allocated to eligible uses, which have been incurred and paid by the City of Oxnard prior to September 30, 2023 then \$525,267.47 will need to be returned to the Department of Housing and Urban Development.

The eligible uses for the funds included street outreach, emergency shelter, homeless prevention, rapid rehousing, housing relocation and stabilization, short-term and medium-term rental assistance, software systems operation, and administration. The City of Oxnard entered into compliant agreements with the vendors below and uses as follows.

Administration

The City of Oxnard's administrative allocation was \$525,500. At the close of fiscal year 2022-23, the City of Oxnard had an unexpended balance of \$45,889.42.

Homeless Services

Homeless Services is an operation internal to the Housing Department that delivers direct service to the homeless persons in our community. Staff entered into an agreement to respond to then-existing homeless encampments in the amount of

\$27,288. Homeless Services successfully expended this full amount.

Turning Point

Turning Point is a local nonprofit dedicated to serving homeless persons with a behavioral health condition. Staff contracted with Turning Point in the amount of \$52,549. Turning Point successfully expending the full amount.

Salvation Army

Salvation Army is a local nonprofit dedicated to serving the low-income population, including unsheltered homeless. Staff contracted with The Salvation Army in the amount of \$286,968 for street outreach services. Salvation Army successfully expended \$266,756.42 leaving an unexpended balance of \$20,211.58.

United Way

United Way is a nonprofit which is locally committed to offering housing opportunities to otherwise homeless persons. Staff contracted with United Way to offer rapid rehousing services in the amount of \$200,000. United Way successfully expended the full amount.

Mercy House

Mercy House is a regional nonprofit engaged in the operation of emergency homeless shelters. Staff contracted with Mercy House in the amount of \$2,957,373.41 for the operations of the local homeless shelter on K Street. Mercy Housing expended \$3,416,537.88, leaving an unexpended balance of \$459,164.47.

Ventura County Health Care Agency

The Ventura County Health Care Agency is a department of the County of Ventura working to serve the needs of the health needs of the homeless population throughout Ventura County. Staff entered into an agreement for \$1,200,000 for non-congregate shelter operations. The Health Care Agency successfully expended this full amount.

At the close of fiscal year 2022-23, the final balance of funds determined was \$525,265.47, as discussed above.

DISCUSSION

The City identified three activities that occurred before September 30, 2023 to address the balance of the ESG-CV funds.

Homeless Services

Staff proposes to allocate \$859.24 to the internal Homeless Services team to reimburse the City of Oxnard for a prior expenditure to shelter an individual.

Mercy House

Staff proposes to allocate \$233,022.23 to Mercy House for services rendered in operation of the homeless shelter on K Street during fiscal year 2022-23 and the first quarter of fiscal year 2023-24.

Ventura County Health Care Agency

Staff proposes to allocate \$291,000 to the Ventura County Health Care Agency for non-congregate shelter services rendered within the fiscal year 2022-23 and the first quarter of fiscal year 2023-24.

The request to Council is to retroactively reimburse the projects and not return any funds to the U.S. Department of Housing and Urban Development. No new expenditures are allowed after the September 30, 2023 deadline; however, the City of Oxnard has until April 2024 to draw all remaining funds from the grant. A draft 2020-2021 Annual Action Plan Amendment has been drafted for public review and is available on the Grants Management website for 30 days. The full reports are accessible at: <https://www.oxnard.org/city-department/housing/grants-management>.

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

All activities included in the amendment are supported by available HUD grant funding. Approval of the recommended actions will authorize any necessary grant revenue and/or expenditure budget amendments to Emergency Shelter Grant-Coronavirus funding.

For Finance Use Only: Emergency Shelter Grant Fund (Org. 2038101 Obj. 53200) Project G2015

COMMITTEE OUTCOME

This is a Public Hearing and therefore did not originate in Committee.

Prepared by: Andrea Palmer, Grants Manager

ATTACHMENTS

1. 2020 Annual Action Plan Amendment Draft
2. PowerPoint Presentation

City of Oxnard
2020 Annual Action Plan
CARES Act Amendment
DRAFT

NOVEMBER 2023

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



Expected Resources

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

Introduction

ANNUAL ACTION PLAN CARES ACT AMENDMENT UPDATE-

City of Oxnard amendment to reflect additional resources to existing activities and new activities to further the CARES Act mission of preventing, preparing and responding to the impacts related to COVID-19 to the Emergency Solutions Grant (CARES ACT) (ESG-CV) of the first year 2020 Annual Action Plan in the 2020-2024 Ventura County Regional Consolidated Plan, per City of Oxnard Council Action on October 6, 2020. This is a substantial amendment and requires the sixth amendment to this document. The amendment is exclusively for the ESG-CV funds as changes to specific projects have been identified in the AP-38 of this report. City of Oxnard City Council action scheduled on December 19, 2023.

Updated paragraph below changed AP-25 to AP-35.

Housing and community development resources are currently available in Ventura Urban County and Entitlement Jurisdictions include:

- Community Development Block Grant (CDBG) funds
- HOME Investment Partnerships Program (HOME) funds
- Emergency Solutions Grant (ESG) funds
- General funds (tax levy)
- Housing Successor Funds (formerly low-moderate Redevelopment Agency Funds)
- HUD Section 108 Loan funds
- HUD Housing Choice Voucher Program (through the Area Housing Authority of Ventura County, Oxnard Housing Authority, Housing Authority of the City of San Buenaventura, Santa Paula Housing Authority, and the Housing Authority of the City of Port Hueneme)
- California Housing Finance Agency funds (CalHFA)
- State Housing and Community Development (HCD) housing funds
- State transportation funds
- Ventura County Housing Trust Fund
- CARES Act Community Development Block Grant (CDBG-CV) funds
- CARES Act Emergency Solutions Grant (ESG-CV) funds

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,573,996	100,000	352,000	3,025,996	10,406,067	Block grant from HUD to address housing, community development, and economic development needs.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	775,947	100,000	0	875,947	3,256,502	Grant from HUD to address affordable housing needs.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	221,083	0	0	221,083	840,722	Grant from HUD to address needs and services for homeless persons or persons at risk of becoming homeless.
Other	public - federal	Other	8,343,372	0	0	8,343,372	0	\$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The jurisdictions leverage federal resources against other sources of federal, state, local, and private funding to maximize the impact of CDBG, HOME, and ESG funds. Leveraging varies from activity to activity depending on the project scope. For instance, the Federal Low-Income Housing Tax Credit (LIHTC), historic tax credits, and various affordable housing loan and grant products from the CA Department of Housing and Community Development and the Federal Home Loan Bank can be leveraged with HOME funding to develop affordable housing.

Although the CDBG program does not require a match, the HOME program and the ESG program require funding match. The HOME program requires a 25 percent non-federal cash or non-cash match of the annual grant amount or entitlement, less 10 percent for administration and five percent for Community Housing Development Organization (CHDO) operating support.

ESG match is required on a one-to-one basis (100 percent match). ESG grantees report required match detail to the Ventura County Continuum of Care (CoC) on a monthly or semi-annual basis. Matching contributions from ESG grantees (cash or non-cash) may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources, per 24 CFR 576.201. **If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Most County-owned property is used to house County operations or is deed-restricted, limiting its feasibility for new uses. The County has been evaluating land it owns, as it becomes available, for the purpose of providing affordable housing and will continue to consider land that is deemed as surplus for the needs identified in the Regional Consolidated Plan. The County has initiated the use of a surplus building in San Buenaventura for a year-round emergency shelter for homeless persons. The building is currently being renovated and is expected to begin serving clients early in 2020. Additionally, late in 2019 the County released a Request for Qualifications and Concept Proposals for a County-owned property located in the unincorporated area for an affordable housing development, with a permanent supportive housing component.

Discussion

Anticipated CARES Act funding is included in "Other" section in table above, \$3,088,367 in CDBG-CV funds to be used to prevent, prepare for and respond to the coronavirus and \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate the impacts of COVID-19.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Supply of Affordable Housing	2020	2024	Affordable Housing		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Disaster Planning and Recovery	CDBG: \$1,030,153 HOME: \$788,353 CDBG-CV: \$200,000	Public service activities other than Low/Moderate Income Housing Benefit: 104 Persons Assisted Rental units constructed: 5 Household Housing Unit Rental units rehabilitated: 8 Household Housing Unit Homeowner Housing Added: 6 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 2000 Household Housing Unit
2	Enhance Economic Stability	2020	2024	Non-Housing Community Development		Increase Job Skills Facade Improvements Local Entrepreneurship	CDBG-CV: \$300,000	Jobs created/retained: 20 Jobs Businesses assisted: 0 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Increase Social Services	2020	2024	Non-Homeless Special Needs		Housing Support and Stability Assistance for Senior Residents Social Services Youth Activities and Services Disaster Planning and Recovery	CDBG: \$401,099 CDBG-CV: \$1,304,889	Public service activities other than Low/Moderate Income Housing Benefit: 28300 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted
4	Work to End Homelessness	2020	2024	Homeless		Housing Support and Stability Homelessness	ESG: \$221,083 CDBG-CV: \$0 ESG-CV: \$4,732,505	Tenant-based rental assistance / Rapid Rehousing: 45 Households Assisted Homeless Person Overnight Shelter: 505 Persons Assisted Homelessness Prevention: 20 Persons Assisted Other: 300 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Create Quality Neighborhoods	2020	2024	Non-Housing Community Development		Housing Support and Stability Assistance for Senior Residents Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$707,945 CDBG-CV: \$450,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 125000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Effective Administration	2020	2024	Planning and Administration		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$534,799 HOME: \$87,594 CDBG-CV: \$833,478 ESG-CV: \$522,500	Other: 0 Other

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Supply of Affordable Housing
	Goal Description	Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County. Provide housing support to households impacted by COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus. AMENDMENT UPDATE: Reduced and reallocated CARES ACT CDBG- CV funding due to an activity closed and added new activity.
2	Goal Name	Enhance Economic Stability
	Goal Description	Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship. Provide economic development support to businesses impacted by COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus. AMENDMENT UPDATE: Reduced and reallocated CARES ACT CDBG- CV funding due to an activity closed and added funding to existing activity.
3	Goal Name	Increase Social Services
	Goal Description	Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents. Public service activities supporting response to COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus. AMENDMENT UPDATE: Increased and reallocated CARES ACT CDBG- CV funding due to an activity closed and added funds to existing activity.
4	Goal Name	Work to End Homelessness

	Goal Description	Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness. Provide homeless service activities for persons experiencing homelessness impacted by COVID-19. ESG-CV funds will be used to prevent, prepare for and respond to coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus. AMENDMENT UPDATE: Reduced and reallocated CARES ACT CDBG- CV funding due to no activity. AMENDMENT (6th) UPDATE: Reallocated CARES ACT ESG-CV funding
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. AMENDMENT UPDATE: Increased and reallocated CARES ACT CDBG- CV funding due to added new activity.
6	Goal Name	Effective Administration
	Goal Description	Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction. Administrative tasks supporting activities to prevent, prepare for and respond to coronavirus. (CDBG-CV 20% cap of Allocation and ESG-CV 10% cap of Allocation). Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. AMENDMENT (5th): Reduced and reallocated CARES ACT CDBG- CV funding. Total includes unallocated funds of \$620,671.

Projects

AP-35 Projects – 91.220(d)

Introduction

***SIXTH ANNUAL ACTION PLAN AMENDMENT UPDATE –

ESG-CV funds as changes to specific projects have been identified in the AP-38 of this report;
Project 15: ESG20-OXNARD.

These are 2020 Plan year Projects designed to accomplish the goals and objectives of the 2020 AAP. The 2020 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Housing Support and Stability, Homeownership Opportunities, Rehabilitation and Preservation, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homelessness, Parks and Community Space, Public Facilities and Improvements, Public Facilities-Fire Protection Equipment and Administration and Planning.

Additionally, three new projects will be used to track activities as a result of CARES Act Amendment, CV-COVID RESPONSE, CV-ADMINISTRATION AND ESG20-OXNARD.

Projects

#	Project Name
1	NEW RENTAL HOUSING
2	HOUSING SUPPORT AND STABILITY
3	HOMEOWNERSHIP OPPORTUNITY
4	REHABILITATION AND PRESERVATION
5	ASSISTANCE FOR SENIOR RESIDENTS
6	OTHER PUBLIC SERVICES
7	YOUTH ACTIVITIES AND SERVICES
8	HOMELESS ASSISTANCE
9	PARKS AND COMMUNITY SPACE
10	PUBLIC FACILITIES AND IMPROVEMENTS
11	PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT
12	ADMINISTRATION

#	Project Name
1 3	CV-COVID RESPONSE
1 4	CV-ADMINISTRATION
1 5	ESG20-OXNARD

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 is targeted exclusively for the needs of the homeless population.

AP-38 Project Summary

Project Summary Information

1	Project Name	NEW RENTAL HOUSING
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing
	Funding	HOME: \$788,353
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	5 LOW INCOME HOUSEHOLDS
	Location Description	CITY OF OXNARD. CALIFORNIA

	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF 5 HOUSING UNITS FOR LOW INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$131,392.
2	Project Name	HOUSING SUPPORT AND STABILITY
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Housing Support and Stability
	Funding	CDBG: \$200,000
	Description	HOUSING SERVICES
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	5 HOUSING UNIT, 8 HOUSEHOLDS (REHABILITATION), 6 HOUSING UNITS- HOUSING SERVICE; TOTAL OF 19 HOUSEHOLDS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	HOUSING SERVICES FOR LOW - MODERATE INCOME HOUSING HOUSEHOLDS
3	Project Name	HOMEOWNERSHIP OPPORTUNITY
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Homeownership Opportunities
	Funding	CDBG: \$125,000
	Description	HOMEOWNERSHIP ASSISTANCE
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	6 HOUSEHOLDS ASSISTED
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	HOMEOWNERSHIP ASSISTANCE FOR LOW-MODERATE INCOME HOUSING HOUSEHOLDS
4	Project Name	REHABILITATION AND PRESERVATION
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Rehabilitation & Preservation of Existing Housing
	Funding	CDBG: \$705,153
	Description	REHABILITATION OF HOUSING UNITS; CODE ENFORCEMENT AND COMPLIANCE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	8 HOUSEHOLDS HOUSING UNITS 2,000 HOUSEHOLD HOUSING UNITS (CODE COMPLIANCE)
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
5	Planned Activities	AFFORDABLE HOUSING RENTAL UNITS FOR LOW-MODERATE INCOME HOUSEHOLDS; SUPPORT THE CODE ENFORCEMENT ACTIVITIES OF THE CITY OF OXNARD DEVELOPMENT SERVICES TO IMPROVE QUALITY OF LIFE AND PROPERTY ISSUES
	Project Name	ASSISTANCE FOR SENIOR RESIDENTS
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Assistance for Senior Residents

	Funding	CDBG: \$47,500
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	300 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES
	Location Description	CITY-WIDE
	Planned Activities	1) ASSISTING WITH DAILY NEEDS FOR SENIORS BY CAREGIVERS VOLUNTEERS ASSISTING THE ELDERLY, CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER
6	Project Name	OTHER PUBLIC SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$149,299
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	125 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES, FAIR HOUSING SERVICES WILL ASSIST 150 FAMILIES, AND 150 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES.
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD

	Planned Activities	***ACTION PLAN UPDATE - The City initially awarded \$20,000 to Thrive Mentorship House where addiction and rehabilitation services for adult men were made available. This activity's funds have been reallocated to a park project. Thrive Mentorship House was unable to complete the initial documentation prior to developing a Subrecipient Agreement, therefore the project was closed. Additionally, the Fair Housing Program has been moved from Public Services to Administration, as the City of Oxnard serves all income levels with this program. 1) CITY OF OXNARD FAIR HOUSING PROGRAM, 2) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, 3) HOMELESS SERVICES BY SHELTER CARE RESOURCES, 4) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION
7	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Youth Activities and Services
	Funding	CDBG: \$204,300
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1700 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW-MOD NEIGHBORHOODS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD

	Planned Activities	CITY OF OXNARD RECREATION AT 1) COLONIA GYM, 2) COLONIA BOXING GYM, 3) COLONIA RECREATION CENTER, 4) POLICE ACTIVITIES LEAGUE, 5) RECREATION ON THE GO AND 6) COLONIA LIBRARY EDUCATIONAL PROGRAM
8	Project Name	HOMELESS ASSISTANCE
	Target Area	
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$221,083
	Description	MERGED EXPECTED RESOURCES, PROJECT FUNDING AND NARRATIVES WITH PROJECT ESG20-OXNARD. THIS PROJECT IS NOT AVAILABLE FOR ACTIVITIES.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 140 INDIVIDUALS; TURNING POINT WILL PROVIDE EMERGENCY SHELTER TO 15 MENTALLY-ILL PERSONS; CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH TO 100 INDIVIDUALS; RAPID RE-HOUSING TO 15 HOMELESS HOUSEHOLDS and HOMELESS PREVENTION ASSISTANCE TO 20 HOMELESS PERSONS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) ADMINISTRATION OF HESG BY CITY OF OXNARD, 2) KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER AND , 3) EMERGENCY SHELTER FOR MENTALLY ILL BY TURNING POINT FOUNDATION, 4) CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH, 4) RAPID RE-HOUSING, AND 5) HOMELESS PREVENTION
9	Project Name	PARKS AND COMMUNITY SPACE
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Parks and Community Space
	Funding	CDBG: \$118,000

	Description	PUBLIC IMPROVEMENTS OF PUBLIC PARKS AND COMMUNITY SPACE WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO PUBLIC IMPROVEMENTS IN LOW-MOD CENSUS TRACT NEIGHBORHOODS. THE ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 60,000 PERSONS.
	Location Description	LOW AND MODERATE INCOME AREAS
	Planned Activities	1) PLEASANT VALLEY PARK BALL COURT AND 2) LA COLONIA GREEN ALLEYS
10	Project Name	PUBLIC FACILITIES AND IMPROVEMENTS
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Utilities and Public Infrastructure
	Funding	CDBG: \$746,945
	Description	PUBLIC FACILITIES AND IMPROVEMENTS
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO CITY FACILITIES. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS
	Location Description	CITY-WIDE
	Planned Activities	1) HOMELESS SHELTER PORTABLE FACILITIES, 2) MULTI SERVICE CENTER REHABILITATION, 3) ONE STOP FACILITY AND 4) POLICE ACTIVITY LEAGUE (PAL) REHABILITATION 5)HOMELESS SHELTER IMPROVEMENTS AT 1450 SOUTH ROSE AVE

1 1	Project Name	PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$195,000
	Description	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS.
	Location Description	CITYWIDE
	Planned Activities	1) EMERGENCY OPERATIONS CENTER
1 2	Project Name	ADMINISTRATION
	Target Area	
	Goals Supported	Effective Administration
	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure

	Funding	CDBG: \$534,799 HOME: \$87,594
	Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 209,000 PERSONS WILL BENEFIT FROM THIS ACTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS.
	Location Description	CITYWIDE
	Planned Activities	COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES
1 3	Project Name	CV-COVID RESPONSE
	Target Area	
	Goals Supported	Enhance Economic Stability Increase Social Services Work to End Homelessness
	Needs Addressed	Housing Support and Stability Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness
	Funding	CDBG-CV: \$2,875,560
	Description	CDBG activities to prevent, prepare for and respond to coronavirus. Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CV-COVID RESPONSE activities total \$2,470,694.AMENDMENT (5th): Reallocated and increased funds for CBDG-CV projects for COVID response exiting and new activities. Total includes unallocated funds of \$620,671
	Target Date	6/30/2022

Estimate the number and type of families that will benefit from the proposed activities	An estimated 21,000 people will benefit from the Fire Paramedicine activity for low and moderate income residents. 21,000 persons will be assisted with Food Share activity; 14,000 persons will be assisted with Health Sanitation activity; 250 homeless individuals will be assisted with emergency shelter and services; 150 youth will be assisted with youth services and educational programs; 10 persons will be assisted by job development and training; rental assistance program will assist 500; and technical assistance activity will assist 20 businesses. These activities are in low-moderate income neighborhoods. AMENDMENT (5th): Estimated 20 persons assist with job retention/creation; housing prevention services to assist 150 persons; 100 encampment response individuals will be assisted; Post-PAL Shelter rehabilitation for 1 public facility- 11,500 low/mod persons in area.
Location Description	Citywide and Low and Moderate Income Areas.
Planned Activities	City of Oxnard Fire Department will provide 1) Fire Paramedicine & PPE; City of Oxnard Cultural & Community Services will provide 2) Food Share, 3) Health-Sanitation Program, 4) Homeless Shelter Expansion, 5) Homework Center at Colonia Gym, South Oxnard Center, Durley Park Youth Center; City of Oxnard Housing Department will provide 6) Homeless Outreach, 7) Homeless Encampment Response, 8) Vocational Job Development & Training, 9) Business Improvement-South Oxnard; City of Oxnard Housing Authority will provide 10) Rental Assistance Program; and Community of Action of Ventura County will provide 11) Oxnard Homeless Services; 12) Business Assistance Program. AMENDMENT (5th): The following activities were cancelled due to not carrying out the program during COVID-19: City of Oxnard: 4) Homeless Shelter Expansion, 8) Vocational Job Development & Training, 9) Business Improvement-South Oxnard, and Community of Action of Ventura County: 11) Oxnard Homeless Services. The following activities closed and fund balance were reallocated: City of Oxnard Fire Department will provide 1) Fire Paramedicine & PPE; City of Oxnard Cultural & Community Services will provide 2) Food Share, 3) Health-Sanitation Program, 5) Homework Center at Colonia Gym, South Oxnard Center, Durley Park Youth Center. The City of Oxnard Housing Authority will provide 10) Rental Assistance Program will be closed with reduced funds. The following activities needs increased during COVID-19 therefore increased funding: City of Oxnard Housing Department and Ventura County Health Care Agency: 7) Homeless Encampment Response; Economic Development Collaborative of Ventura County: 12) Business Assistance Program. The following are new activities due to COVID-19 are Oxnard Housing Authority 13) Prevention Services and City of Oxnard 14) PAL Rehabilitation. Total includes unallocated funds of \$620,671

1 4	Project Name	CV-ADMINISTRATION
	Target Area	
	Goals Supported	Effective Administration
	Needs Addressed	Housing Support and Stability Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness
	Funding	CDBG-CV: \$212,807
	Description	Administrative tasks supporting activities to prevent, prepare for and respond to coronavirus. (20% cap of Allocation) Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CV-ADMINISTRATION Project total is \$617,673.AMENDMENT (5th): Reduce CDBG-CV Administration project and reallocated to CDBG-CV projects.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Administration and planning activities will benefit families citywide. An estimated 209,000 persons will benefit from this activity of which over 60% are low- and moderate- income residents.
	Location Description	Citywide.
	Planned Activities	Coordination of all CDBG-CV Administration and planning activities. AMENDMENT (5th): Continue Administering the CDBG-CV funds.
1 5	Project Name	ESG20-OXNARD
	Target Area	
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$221,083 ESG-CV: \$5,255,005

	Description	***AMENDMENT (6th) - The City reallocated ESG-CV funds of \$525,265.47 to activities that needed additional funding within the calendar year activities will provide 3a)Emergency Shelter (Ventura County HealthCare Agency) and (Mercy House) 9) Non-Congregate Shelter (City of Oxnard Housing Department) ***AMENDMENT (4th)Updated activities 4) Turning Point Foundation will provide Emergency Shelter, 5) Mercy House will provide Rapid Re-Housing. Both activities are regular ESG funds. ***AMENDMENT(3rd) Updated activities Oxnard ESG-CV funds will provide 1) Homeless Expansion Shelter (Mercy House Emergency Shelter) at K Street (2) Temporary Homeless Shelter at PAL (Mercy House Emergency Shelter), Emergency Shelter Maintenance (at K Street and PAL) 3) Temporary Emergency Shelter at 2nd Street (terminated), and Emergency Shelter (Turning Point Foundation), and Emergency Shelter Services (Ventura County Healthcare Services) 4) Case Management & Rapid Re-Housing, 5) Homeless Encampment Response-Outreach, 6) Street Outreach (Ventura County Health Care Services Agency and the Salvation Army) and 7) Tenant-Based Rental Assistance (United Way-Forward Home) and 8) Administration of ESG-CV***Annual Action Plan Amendment Update (2nd) - The City reallocated ESG-CV funds to activities that needed additional funding within the calendar year. ESG-CV Administration was reduced to \$51,090, and Emergency Shelter was increased to \$4,083,495 - dedicated to Mercy House Shelter Services and Operations, Turning Point Foundation, and Ventura County Health Care Services Agency. Street Outreach was reduced by \$136,516 with those funds moving to Emergency Shelter Services. The original Annual Action Plan had an unallocated amount of \$651,589, that is now moving to Emergency Shelter Services. HESG ANNUAL \$221,083 - Administration and Planning costs subject to 7.5% Cap, or \$16,581. HEARTH Emergency Solutions Grant funds to provide financial assistance to various service providers for Emergency Shelter and Street Outreach subject to 60% Cap; Homeless Prevention, Rapid Re-Housing, and HMIS activities to serve homeless individuals and families, and those at-risk of becoming homeless. Street Outreach and Emergency Shelter activities will be limited to 60% of HESG allocation, or \$132,649. All HESG subrecipients are required by CITY OF OXNARD to provide matching funds of a dollar for every dollar HESG grant dollar received. (First AAP Amendment) ESG-CV ANTICIPATED RESOURCES ALLOW \$5,476,088 OF ESG-CV ACTIVITIES TO PREVENT, PREPARE FOR AND RESPOND TO CORONAVIRUS.
	Target Date	6/30/2022

Estimate the number and type of families that will benefit from the proposed activities	HESG PY 2020 Annual grant will assist Kingdom Center with Emergency Shelter activity funds for 140 individuals; assist Turning Point with Emergency Shelter funds for 15 mentally ill persons; City of Oxnard Housing Department, Homeless Division with funds to contract for a provider to assist with Street Outreach to 100 individuals; Rapid Re-Housing to 15 Homeless households and Homeless Prevention assistance to 20 homeless persons. ** *AMENDMENT (6th) UPDATE Oxnard ESG-CV- Homeless activities planned are Emergency Shelter for additional 25 persons. With the CARES Act, ESG-CV funds - Homeless activities planned are Emergency Shelter to 350 homeless persons; Rapid Re-Housing to 30 individuals; Street Outreach to 200 individuals.
Location Description	Various locations throughout the City of Oxnard.
Planned Activities	PY 2020 HESG Annual activities will be; 1) Administration of HESG activities, 2) Kingdom Center will provide Emergency Shelter for families, 3) Emergency Shelter for mentally ill by Turning Point Foundation, 4) City of Oxnard Housing Department, Homeless Division, will provide Street Outreach, 4) Rapid Re-Housing, and 5) Homeless Prevention. **AMENDMENT (6th) UPDATE-OXNARD ESG-CV Continue Emergency Shelter Activity Oxnard ESG-CV funds will provide 1) Homeless Expansion Shelter, 2) Temporary Homeless Shelter at K Street, 3) Temporary Emergency Shelter at 2nd Street, 4) Case Management & Rapid Re-Housing, 5) Homeless Encampment Response-Outreach, 6) Street Outreach and 7) Administration of ESG-CV.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low, low, and moderate-income persons. The City has traditionally dedicated 100 percent of its CDBG resources to activities that exclusively benefit LMI persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). This trend is expected to continue in PY 2020. Also, the City will continue to assist the low-income persons citywide with HOME and HESG funds. The target areas are: (1) Citywide, with 89 percent of the total entitlement funds; and, (2) the LMA Census Tract, 11 percent. The total entitlement includes the administration and planning funding.

Geographic Distribution

Target Area	Percentage of Funds
NA	NA

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, nutrition needs, education needs, shelter support and recreational needs.

HESG allocations are awarded to projects, citywide, for services provided to low- and very low-income residents.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. These allocations also cover designated areas targeted by Code Compliance efforts to reduce and eliminate the deterioration of the areas through the Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME affordable housing loans for down payment assistance or rehabilitation will leverage affordable housing loan programs, funded by the State of California, 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. First time Homebuyer Loan Program

2. Homeownership Assistance Program
3. Rehabilitation of Single-Family and Mobile home Housing Units
4. Rehabilitation of Housing Rental Units
5. Construction of new affordable dwelling units
6. Preservation of 520 public housing rental units and 1,840 Section 8 vouchers (including 15 set aside vouchers for homeless persons and 67 VASH vouchers for veterans)

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	2,360
Special-Needs	250
Total	2,660

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	2,145
The Production of New Units	5
Rehab of Existing Units	6
Acquisition of Existing Units	10
Total	2,166

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

City of Oxnard's Affordable Housing Division (AHRD) offers HOME grant funds to finance homebuyer assistance and rehabilitation of owner-occupied single family housing for local residents. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website.

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,840 Section 8 rental assistance vouchers, which includes 67 VASH vouchers and provides support services through its Resident

Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marketing flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Every 5 years the Capital Fund program conducts a PNA (Physical Need Assessment) throughout the entire housing units and sends out survey questionnaires to the residents to assess the physical deficiencies in their units. It also collects input from Maintenance and Public Housing Staff. All the collected deficiencies get translated into capital improvement projects and get tabulated into a 5 year action plan. Each year, in its Annual Plan and Statement, Capital Fund re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2020/21, the following capital improvement projects for public housing units are planned:

Cal 31-2 (Felicia Court) Roofing	\$250,000
Exterior Doors	\$220,000
Cal 31-8 (Palm Vista) Boiler Replacement	\$ 10,000
Cal 31-5 (Plaza Vista) Kitchen Cabinets	\$175,000
Cal 31-7 (Scattered sites) Kitchen Cabinets	\$350,000
Building Improvements	\$ 10,000
 Total Planned projects for 2020	 \$1,015,000

In 2019, the Oxnard Housing Authority retired 144 public housing units, the impacted public housing residents were issued Section 8 Project Based Vouchers for the Las Cortes Project and any remaining families were given Section 8 tenant based vouchers to relocate to a unit in the private market.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of fliers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are required to conduct a Point In Time Count (PIT) of homeless persons each year. The 2020 PIT count was conducted on January 29, 2020. The "Ventura County 2020 Homeless Count and Subpopulation Survey: Final Report", published in April 2020. The report is at the following website: <https://s33020.pcdn.co/wp-content/uploads/2020/04/2020-VC-Homeless-Count-Report-Final.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2020 PIT counted a total of 379 unsheltered homeless persons in Oxnard.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In the previous twelve months the City of Oxnard established a year around homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new and replacement navigation center and 110-bed homeless shelter plus other support services and fifty-four units of permanent supportive housing. We expect that this new project will be in operation within thirty-six months and will maintain the interim operation on K Street until relocation is possible. During the next year, Oxnard will engage a new street outreach team to offer navigation for basic needs, services and shelter. The street outreach team will coordinate with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals. Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience

homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority has created a homeless preference in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. During the 2019 – 2020 fiscal year the Oxnard Housing Authority expects to house fifty otherwise homeless families with the use of Housing Choice Vouchers. The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past. OHA works in conjunction with the Veteran Administration to administer 67 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

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.

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.

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.

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:

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.

Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.

Preventing and ending homelessness for families, youth, and children by 2020 through the rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.

All of the above objectives are still in progress and will be folded into a regional plan and strategy led by the County of Ventura.

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 planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources; High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs; Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect; A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and, Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2020 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the remaining RHNA affordable allocation of 2,497 lower income and moderate units and 53 above moderate income units, the City is relying on the following:

The All Affordable Housing Opportunity Program (AAHOP) and Affordable Housing (AH) additive zone (see Supplement 2) with an inventory of 2,067 units on 38 AAHOP sites

66 Vacant and Underutilized Sites (see Supplement 2)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2721 and 2615. The Inclusionary Housing Program provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City is currently in the process of completing a study to increase the City's in-lieu fee. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of 1 percent of the sales price of each for sale unit in the project based on increments of \$50,000, with a minimum payment of \$5,000 for each unit.

Rental Units: A payment is required for each rental unit. The price is adjusted every six months by the percentage increase or decrease for the previous six months as determined by the Los Angeles Riverside-Orange County Consumer Price Index for all urban consumers.

The City Council generally prefers on-site affordable housing as opposed to payment of in-lieu fees. A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.8 million.

Possible incentives may include, but are not limited to, the following:

Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)

Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and other qualifying households, when such funds are available

Expedited/streamlined application processing and development review

Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis

Density bonus

Actions planned to reduce lead-based paint hazards

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

City Corp

Community Action of Ventura County

Oxnard Housing Authority

County of Ventura-Human Services Agency

City's youth programs such Police Activities League programs, Colonia Gymnasium, Colonia Recreation Center and Boxing programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion:

The City anticipates significant numbers of inclusionary affordable housing to be developed within several proposed specific plans and other new projects. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process. Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act: the City reviews and perform the contract administration of all CDBG-funded construction projects; 4) Section 3 Compliance: this function is also performed by the City; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2020 CDBG funds for public services such as recreation programs for youth, homeless services, senior services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0

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)

A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs.

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 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.

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 downpayment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement. The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of the two ways 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.

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Emergency Solutions Grant (ESG)

Reference 91.220(l)(4)

Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program any longer. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. The HESG Policies and Handbook are provided to all HESG subrecipients.

If the Continuum of Care has established a 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 or receive assistance at any one of the various service providers, or through the County directly.

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 Santa Barbara to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications
- d. The Review Panel included representatives from City Advisory Groups.
- e. The Review Committee reviews all proposals and provides a scores for each eligible application. The funding recommendations are derived based on the scores.
- f. The funding recommendation are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
- g. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- h. The Mayor and City Council directs the City Manager and staff to move forward with final processing
- i. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
- j. Contracts are completed and services can begin on July 1.
- k. All HESG contracts are awarded for two years.

If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

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 families 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 days of program completion or termination.
- **MINIMUM STANDARDS:** Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- **BUILDING AND HABITABILITY STANDARDS:** Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- **MONITORING:** City staff will monitor the use of grant funds through a combination of a thorough review of all submitted reports, review of audit or financial statements, and monitoring and site visits.

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.>

Housing Trust Fund (HTF)

Reference 24 CFR 91.220(I)(5)

1. Distribution of Funds

- a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).
- b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.
- c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.
- d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.
- e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.
- f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.
- g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. **Performance Goals and Benchmarks.** The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. **Rehabilitation Standards.** The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; Capital Needs Assessments (if applicable); and broadband infrastructure (if applicable).

6. **Resale or Recapture Guidelines.** Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

7. **HTF Affordable Homeownership Limits.** If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

8. **Limited Beneficiaries or Preferences.** Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or

preference is described in the action plan.

9. Refinancing of Existing Debt. Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

<TYPE=[section 9 end]>

Discussion:

The Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients' cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$16,581 and 60% for street outreach and emergency shelter \$132,649; total \$149,230 for those cost categories. The City's 2020 action plan allows the maximum toward \$16,581 administration and planning, and a total of \$71,853 or 32.5% toward other activities such as homeless prevention and rapid re-housing support.

2020 Annual Action Plan Amendment Emergency Shelter Grant CARES Act

Emilio Ramirez, Director
Housing Department

City Council
December 19, 2023

1. In October of 2021, the City Council accepted Emergency Shelter Grant-CARES Act (CDBG-CV) funds to aid in services to the homeless and those at-risk in the amount of \$5,255,005.
2. To date, the City has an unexpended balance of \$525,265.47 remaining.
3. funds must go to expenditures prior to September 30, 2023, therefore the funds are available for services that have already occurred.
4. Three Activities have been identified that still require additional funding.
5. Activities identified for Balance of ESG-CV Funding:
 - a) City of Oxnard Housing - Homeless Unit (\$859.24)
 - b) Mercy House (\$233,022.23)
 - c) Ventura County Health Care Agency (\$291,000)
6. Should Council approve these three funding activities, the City anticipates closing the grant with a zero balance.

That the City Council:

1. Conduct a public hearing regarding the fiscal year 2020 Annual Action Plan Amendment;
2. Approve the fiscal year 2020-2021 Amended Annual Action Plan;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020 Annual Action Plan and authorize the budget appropriations to fund the administration and projects;
4. Authorize the City Manager, and his designees, to execute the required documents to submit the 2020-2021 Amended Annual Action Plan to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Amended Annual Action Plan.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: December 19, 2023

TO: City Council

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

SUBJECT: City Treasurer's annual investment policy for the period ending July 2024. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution adopting the FY 2023-24 investment policy for the City of Oxnard.

(This item did not originate in Committee.)

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

<https://youtu.be/SoqZj8taW9c>

BACKGROUND

DISCUSSION

This annual investment Policy is intended to provide directions for the prudent investment of surplus funds of the City of Oxnard and to outline the policies for maximizing the efficiency of the City's cash management system. To do so requires the timely cash flow statements from the Finance Department.

It is the policy of the City to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all State, statutes governing the investment of public funds, and proper accounting as defined in GASB (Government Accounting Standards Board) Nos. 30 and 41. The references to the City Treasurer shall include his or her designee. This policy does not include retirement, retiree health care savings/trust/plan(s), nor deferred compensation plans, nor proceeds of bonds, nor Successor Agency funds.

This investment policy applies to the City's pooled investment fund, which includes the General Fund, special revenue funds, capital project funds, enterprise funds, trust and agency funds, and internal service funds. While this policy is generally applicable to bond proceeds with consideration given to specific provisions, the City Attorney has determined bond proceeds of each issuance are invested by another city staff and not the elected City Treasurer. Reports of the investment of bond proceeds are issued monthly by the trustee.

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.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

1. 2022-2023 Investment Policy
2. City of Oxnard 2022-23 Investment Policy
3. California 2023-24 Investment Policy
4. City of Oxnard California 2023-24 Investment Policy
5. Treasurer investment Policy FY 23-24 Resolution
6. Presentation

City of Oxnard, California
2022-23 Investment Policy
Adopted December 2023

This annual investment Policy is intended to provide directions for the prudent investment of surplus funds of the City of Oxnard and to outline the policies for maximizing the efficiency of the City's cash management system. To do so requires the timely cash flow statements from the Finance Department.

It is the policy of the City to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all State, statutes governing the investment of public funds, and proper accounting as defined in GASB (Government Accounting Standards Board) Nos. 30 and 41. The references to the City Treasurer shall include his or her deputy. This policy does not include retirement, retiree health care savings/trust/plan(s), nor deferred compensation plans, nor proceeds of bonds, nor Successor Agency funds.

This investment policy applies to the City's pooled investment fund, which includes the General Fund, special revenue funds, capital project funds, enterprise funds, trust and agency funds, and internal service funds. While this policy is generally applicable to bond proceeds with consideration given to specific provisions, the City Attorney has determined bond proceeds of each issuance are invested by another city staff and not the elected City Treasurer. Reports of the investment of bond proceeds are separately issued monthly by the trustee.

This statement is intended to provide guidelines for the prudent investment of surplus funds of the City of Oxnard and to outline the policies for maximizing the efficiency of the City's cash management system. It is the policy of the City to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all State and local statutes governing the investment of public funds. The references to the City Treasurer shall include his or her designee. This policy does not include retirement, retiree health care savings/trust/plan(s) or deferred compensation plans.

3.0 PRUDENCE-Reference Ca. Govt. Code 53600.3 Investments shall be made with judgment 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 the investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by City officials responsible for the investment of public funds shall be the “prudent investor” standard and shall be applied in the context of managing the overall City portfolio of funds. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual's security 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 INVESTMENT OBJECTIVES The City's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the City Treasurer to invest funds to the fullest extent possible. The City Treasurer maintains a diversified investment portfolio to accomplish the primary objectives of safety, liquidity, and yield (in that order of priority).

Safety – The safety or risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these. The City seeks to mitigate credit risk by prequalifying and continuously monitoring financial institutions with which it will do business and by scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as FDIC bank ratings, Sheshunoff, Fitch, Moody's and Standard and Poor's rating services may be utilized for this review. The City seeks to mitigate interest rate risk through diversification of instruments as well as maturities.

Liquidity – The City investment portfolio will be structured with sufficient liquidity to allow the City to meet its anticipated cash requirements. This will be accomplished through diversity of instruments to include those with active secondary markets, those which match maturities to expected cash needs and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

Yield – A competitive market rate of return is the third objective of the City investment program after the fundamental requirements of safety and liquidity have been met.

5.0 DELEGATION OF AUTHORITY California Government Code Section 53607 provides the authority for the legislative body of the local agency to invest the funds of the local agency or to delegate that authority to the treasurer of the local agency. Effective January 1, 1997, such delegation is to be reviewed annually and may be renewed by the City Council (Appendix 3, Section 53607).

City Council – Under City of Oxnard Resolution No. 10455, the City Council has authorized the City Treasurer to invest City funds in accordance with California Government Code Section 53600, et. seq. The City Treasurer will include review of the delegation of authority in the annual presentation of the investment policy to the City Council.

City Treasurer – The execution of investment transactions on a daily basis will be conducted by the City Treasurer. The Assistant City Treasurer will execute transactions only as directed by the City Treasurer in the absence of the City Treasurer. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment function. The City Treasurer may propose amendments to the City's investment policy, guidelines, and procedures at any time to carry out the duties as chief investment officer for the City. Such amendments shall be reviewed by the City's Investment Review Committee and considered by the City Council at a public meeting.

6.0 ETHICS AND AVOIDANCE OF CONFLICTS OF INTEREST Investment officials shall refrain from personal business activity that could conflict with proper execution and management of the policy and the investment program, or which could impair their ability to make impartial decisions. Investment officials must provide a public disclosure document by February 1 of each year or when material interest in financial institutions or personal investment position(s) require it. Furthermore, investment officials must refrain from undertaking personal investment transactions with the same individual(s) employed by the financial institution with whom business is conducted on behalf of the City. The City Treasurer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 CA Govt. Code 53601.5 The City Treasurer shall transact business only with the banks, savings and loan and properly registered securities dealers.

Authorization – The City may conduct business with major registered securities broker-dealers and with dealers designated “Primary” by the Federal Reserve provided all the following criteria are met. The Treasurer or his or her designee will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). Broker-dealers must:

- a. Have offices located within the State of California;
- b. Be adequately capitalized;
- c. Make markets in securities appropriate to the City’s needs;
- d. Agree to abide by the conditions set forth in the City’s investment policy;

The City Treasurer shall investigate all institutions which wish to do business with the City and shall require that each financial institution complete and return the appropriate questionnaire and required documentation. An annual review of the financial condition and registration of qualified bidders will be conducted by the City Treasurer.

No public deposit shall be made except in a qualified public depository as established by the established State laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency must supply the Treasurer (or Chief Financial Officer) with the following: audited financial statements, proof of NASD certification, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the Public Agency’s investment policy and depository contracts.

Ratings – With the exception of the Local Agency Investment Fund (LAIF) and U.S. Treasury and Government Agency issues, investments shall be placed only in those instruments and institutions rated favorably as determined by the City Treasurer with the assistance of bank rating services and nationally recognized rating services (FDIC, Fitch’s, Moody’s, Standard & Poor’s, Sheshunoff performance rating, etc.).

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

California Government Code Section 53601 (Appendix 3) defines eligible securities for the investment of surplus funds by local agencies. Surplus funds of the City of Oxnard are invested in compliance with this statute and as further limited in this Investment Policy.

U.S. Government - United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maturities are limited to a maximum of five years.

U.S. Agencies - The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home

Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Corporation.

Municipal Bonds, Notes or Evidences of Indebtedness - Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency. Registered State warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this State include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. A maximum of 15 percent of the portfolio may be so invested.

Bankers' Acceptances - Bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System are known as bankers' acceptances. Purchases of these instruments may not exceed 180 days to maturity or 40 percent of an agency's surplus funds. A maximum of 30 percent may be invested in the bankers' acceptances of any one commercial bank.

Commercial Paper - This short-term unsecured promissory note is issued to finance short term credit needs. Eligible paper is that which is ranked "PI" by Moody's Investor Services or "A1" by Standard & Poor's or Fitch's, issued by a domestic corporation having assets in excess of \$500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10 percent of the outstanding paper of an issuing corporation. Commercial paper purchases will be limited to 15 percent of the City's portfolio.

Negotiable Certificates of Deposit (NCDs) - Allowable NCDs are issued by a nationally or State-chartered bank or a State or federal association or by a State-licensed branch of a foreign bank. The City Treasurer may invest up to 30 percent of surplus funds in NCDs limited to institutions rated "Aa" or better by Moody's or "AA-" or better by Standard & Poor's CD Rating Services. A rating equivalent to FDIC rating of "One" or "Two" or a Sheshunoff performance rating of A or better is required for those institutions not rated by Moody's, Fitch's or Standard & Poor's. NCDs are considered liquid, trading actively in the secondary market.

Certificates of Deposit (CDs) - Certificates of deposit or "time deposits" of up to \$250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 30 percent of the portfolio (GC 53601(i)). In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to FDIC rating of "One" or "Two" or a Sheshunoff performance rating of A or better.

Repurchase Agreements - The City may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the City has entered into a master repurchase contract which specifies terms and conditions of repurchase agreements. The maturity of

repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored by the City Treasurer's office and will not be allowed to fall below 102 percent of the value of the repurchase agreement. To conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, bankers' acceptances, commercial paper, or securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States. These eligible securities are further defined by California Government Code Section 53651.

Medium Term Notes - A maximum of 30 percent of the City's portfolio may be invested in medium-term notes issued by corporations organized and operating within the United States. Note maturities may not exceed five years. Securities eligible for investment must be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service (i.e., Moody's or Standard & Poor's).

Mutual Funds - Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53601, are permitted investments. Section 53601(l) further defines requirements. A maximum of 20 percent of the portfolio may be so invested.

Local, State, or County Agency Investment Fund - The Local Agency Investment Fund (LAIF) has been established by the State Treasurer for the benefit of local agencies. The City may invest up to the maximum permitted by LAIF and the Ventura County Investment Pool operated under the control of the County Treasurer, and CALTRUST consistent with California Government Code Section 53635.

Ineligible Investments - Investments not described herein, including but not limited to common stocks and financial futures contracts and options, are prohibited in this fund.

City Inter-fund Loans - Funds may be invested in loans to provide specific funding to City programs, provided no loan shall violate any limitations prescribed by California law. Legal requirements shall include but not be limited to those listed in Government Code section 66006(b)(1)(G) for development impact fees and in Government Code section 66013(d)(5) for water connection, sewer connection and capacity charge fees.

9.0 COLLATERAL The issue of collateral requirements is addressed in California Government Code Section 53652. All active and inactive deposits must be secured at all times with eligible securities in securities pools pursuant to Sections 53656 and 53657. Eligible securities held as collateral shall have a market value in excess of the total amount of all deposits of a depository as follows:

Government securities, at least 10 percent in excess
mortgage-backed securities, at least 50 percent in excess
letters of credit, at least 5 percent in excess.

FDIC coverage as the Official Custodian of a public unit is insured up to \$250,000 per bank and all active and inactive deposits above the FDIC insured amount must be collateralized to be secured.

10.0 INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

a) A description of eligible investment securities, and a written statement of investment policy and objectives. b) A description of interest calculations and how it is distributed, and how gains and losses are treated. c) A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited. d) A description of who may invest in the program, how often, what size deposit and withdrawal are allowed. e) A schedule for receiving statements and portfolio listings. f) Are reserves, retained earnings, etc. utilized by the pool/fund? g) A fee schedule, and when and how is it assessed. h) Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11.0 DIVERSIFICATION

The City's portfolio will be suitably diversified by type and institution to reduce portfolio risk while attaining market average rates.

Security Type and Institution - U.S. Treasury securities and authorized pools, and any portfolio or institutional limits shall comply with California Government Code. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

Maximum Maturities - To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will not be directly invested in securities which mature more than five years from the date of purchase. Reserve funds may be invested in securities exceeding the five years as allowed by California Law (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, City Council direction, and prudent cash management procedures.

Investment Review Committee - The City Treasurer and/or the Mayor shall form the investment committee, whose members may include the Mayor, Councilmembers, City Manager, and Finance Director, or their designated alternates plus members of the public whose interest and knowledge can provide sound advice to the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

Investment Portfolio Guidelines - Guidelines (Appendix No. 2) have been established for procedures within the City Treasurer's Office to assure internal investment controls and a segregation of responsibilities of investment functions.

Annual Audit - The City's portfolio is included in the annual review of the City's financial management performed by an independent (as defined by FASB and GASB) outside audit firm.

13.0 PERFORMANCE STANDARDS

The investment portfolio will be designed to attain at least a market-average rate of return during budgetary and economic cycles. Whenever possible, and consistent with risk limitations as defined herein and prudent investment principles, the Treasurer shall seek to augment returns above the market average rate of return as shown on the average CMT (Constant Maturity Treasury) whose maturity most closely matches the average maturity of the portfolio. In addition, the City portfolio will

be compared with LAIF and the goal is to maintain a higher positive annual yield than LAIF's annual yield.

14.0 REPORTING-Reference: CA Govt. Code 53646(b)

The City Treasurer shall provide investment information to City Council.

Periodic Reports - The City Treasurer will provide detailed reports of the investments in the pooled investment fund portfolio on a monthly basis to the City Council, City Manager, Chief Financial Officer, and City Clerk. Within thirty days of the end of each quarter, these reports will be provided with additional information such as market pricing. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

Annual Report - This Investment Policy will be presented annually following the close of the fiscal year, to the City Council for approval. Financial Statements per GASB #31 - City Treasurer will provide the portfolio's market value gains/losses to Finance to be incorporated in the fiscal year-end balance sheet. Financial Statements per GASB #40 - Effective June 30, 2005, additional disclosure is required. City Treasurer will provide detailed maturity and rating information to Finance to be incorporated in the Comprehensive Annual Financial Report (CAFR).

15.0 SAFEKEEPING AND CUSTODY –Reference: CA Govt. Code 53608

All security transactions, including collateral for repurchase agreements, entered into by the City Treasurer shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts.

16.0 INVESTMENT POLICY ADOPTION –Reference: CA Govt. Code 53646

The City of Oxnard's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto by the City Treasurer must be presented to the City Council. The City Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person, or officer may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City of Oxnard.

APPENDIX

- a) No. 1 Glossary
- b) No. 2 Investment Portfolio Guidelines

- c) No. 3 California Government Code Sections related to Investment of Public Funds City of Oxnard,

City of Oxnard, California
2022-23 Investment Policy
Adopted November 30, 2024

APPENDIX NO. 2: OXNARD CITY TREASURER INVESTMENT PORTFOLIO GUIDELINES

A. 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. B. GENERAL FACTORS. Several factors must be considered in preparation for effective portfolio management.

1. Cash Forecast. The cash flow of the City shall be updated daily with an analysis of cash receipts and expenditures. A close working relationship with City Departments having a significant impact on cash flow is maintained to maximize the efficiency of the City's cash management system.

2. Pooled Cash. Whenever practical, the City's cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to specific general ledger cash balances. No City bank account may be opened without the knowledge and consent of the City Treasurer.

3. Authorized Institutions. A list of institutions, which meet the criteria of the Investment Policy and have been authorized by the City Treasurer to do business with the City, will be maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

4. Preservation of Portfolio Value. Yield standards are in place in an effort to maintain earnings consistent with the market average rate of return.

5. Golden Rule of Portfolio Management. Investment instrument characteristics should be known and understood before a purchase of the investment instrument. And recognizing that there are no firm and steadfast rules (strategies) for portfolio management because investor expectations change by the day, hour, and minute, and because of this market instability, prudent principles of fiscal management must be applied.

C. STRATEGY: Strategy refers to the plan of action for managing financial resources in the most advantageous manner. The City Treasurer uses the following elements in developing strategy.

1. Economic Forecasts. Economic forecast information developed by economists and financial experts, obtained through bankers and brokers, is used to assist the City Treasurer with the formulation of an investment strategy for the City.

2. Investment Implementation. Investment transactions will be executed in conformance with anticipated cash flow requirements, economic conditions, and interest rate trends and must be consistent with the established Investment Policy.

3. Yield Enhancement. Investment techniques will be utilized which increase yield and maintain a fully invested position.

D. INVESTMENT PROCEDURES. The City Treasurer 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.

1. Diversification. The fund should consist of a mix of various types of securities, issuers, and maturities.
2. Competitive Bids. Purchase and sale of securities shall be made on the basis of competitive bids and offers with a minimum of two quotes being obtained, when practical.
3. Investment Transactions. Investment transactions will be authorized by the City Treasurer. In his/her absence, the Assistant City Treasurer will execute transactions as prescribed by the City Treasurer prior to his/her absence. In the event of unexpected absence and unavailability by the City Treasurer, the Assistant City Treasurer will transact within established guidelines.
4. Electronic Transactions. Whenever possible, the City will use preformatted wire transfers and ACH debits to restrict the transfer of funds to preauthorized accounts only. All electronic transactions require an initiator plus an approval by an authorized employee. Authenticity is verified on next business day for each electronic transaction.
5. Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping with the Trust Department of Union Bank of California acting as third-party trustee. All such purchases will be on a delivery versus-payment basis. Evidence of account for certificates of deposit will be issued in the City's name and held in City Treasurer's vault.

E. INVESTMENT CRITERIA. All investments will be made in compliance with Federal, State, and Local laws governing the investment of City funds, and in accordance with the City Treasurer's Investment Policy. 1. Maturity of Investment. Investments longer than one year may be made if consistent with the City's cash flow needs, related intent to hold until maturity, unless market conditions demand otherwise. 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 City funds, the investment will be matured at the earliest possible opportunity. 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. Such sales will be determined by the City Treasurer. 2. Certificate of Deposit Evaluation. (a) Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits more than the insured maximum of \$250,000, approved collateral shall be required at the percentage above market value as specified by California Government Code Section 53652 and/or 53651. (b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer as these deposits are uninsured and uncollateralized promissory notes.

F. PRIMARY GOALS. As set forth in the Investment Policy, the primary goals for the City of Oxnard are safety, liquidity, and yield, in that priority order. 1. Safety. The safety/risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these. The City of Oxnard employs investment instruments considered to be safe. The primary duty of the City Treasurer is to protect the cash and investments placed in her trust on behalf of the citizens of the community. 2. Liquidity. Liquidity refers to the ability to convert investment holdings to cash immediately with no loss of principal or accrued interest. This quality of investment is important should an unexpected need for funds occur. 3. Yield. Yield is the dollar earnings the investment provides. Yield becomes important only after the fundamental requirements of safety and liquidity have been met.

G. INTERNAL CONTROL OF INVESTMENTS. Investment transactions are controlled through distribution of responsibilities within the Treasurer's Office by the following procedures:

1. The Treasurer initiates each investment transaction.

2. Details of the investment are recorded on a trade slip and given to the account clerk responsible for encoding the trade details into the electronic investment system. The same account clerk produces a verification letter mailed to the institution receiving the investment. A copy of the letter is forwarded to the transferring bank.
3. The transaction record is then delivered to a designee who enters the transaction on the cash balance spread sheet.
4. At month end the balances on the spreadsheet, maintained by a designee, must balance with the portfolio balance maintained independently by the electronic system clerk.
5. Each business day, the Treasurer's Office receives an electronic report from the City's bank. This report contains checking account balances, a listing of debits and credits, overnight investments, and a record of wired funds. This information is incorporated into the monthly checking account statement which provides a cross reference.
6. The Treasurer's Office forwards copies of all investment and transfer letters to General Accounting daily. General Accounting also receives copies of all bank statements, daily print-outs, bank reconciliations, credit/debit memorandums, journal vouchers, and tapes coordinating Treasurer's Receipts with deposits.
7. The Treasurer's report of balances and summary of investments and earnings is compiled monthly and distributed to the City Council, City Manager, City Clerk and Chief Financial Officer. A report, including market values, will be provided on a quarterly basis within 30 days of the close of the last month of each quarter. A report of portfolio gains/losses will be provided to the Chief Financial Officer at fiscal year-end for inclusion in year-end balance sheet reporting. These Guidelines are provided to all staff members of the City Treasurer's Office being involved with the investment procedures in any way. It is intended that these guidelines define the details of current practice set forth by the Investment Policy.

**California 2023-24
Investment Policy
Adopted December 2023**

APPENDIX NO. 1: GLOSSARY AGENCIES:

Federal agency securities.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One one-hundredth of a percent (i.e., 0.01 %)

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is at a discount.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Mae investment instruments.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold at a specific date.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase and reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable. **MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor. **PRIMARY DEALER:** A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return. **RATING**

AGENCIES: S&P Probably the best known of the Big Three rating agencies, Standard and Poor's (S&P) is a company providing financial publishing, information and media to the world's capital markets. It is owned by the McGraw-Hill Companies. S&P also publishes stock market indices, the most well-known of which is the S&P 500. S&P's ratings from the best quality borrowers to the lowest are: AAA, AA, A, BBB, BB, B, CCC, CC, C, and D. Investment grade is BBB and above. S&P uses plus and minus to add intermediate designations to these ratings. Moody's Moody's started in 1909 as a publishing company, issuing railroad bond guides called Moody's Manuals. It later expanded its coverage to municipal and commercial bonds, and is now called Moody's Investment Services. Moody's uses the following ratings: Aaa, Aa, A, Baa, Ba, B, Caa, Ca, and C. Numbers are added for intermediate designations, such as Baa1, Baa2, etc. Investment grade is considered to be Baa and above; anything below is considered speculative, or junk. Fitch Owned by a French Holding Company, Fimalac SA, Fitch operates internationally and offers financial research as well as credit rating services. The smallest of the Big Three, Fitch uses the same ratings scale as S&P. Conflicts of Interest of rating agencies Credit ratings agencies receive fees from the issuers of the securities they rate. In the time leading up to the 2008 financial crisis, S&P, Moody's and Fitch all gave consistently high ratings to mortgage-backed securities created by the investment banks who were paying them. This overrating of risky debt instruments contributed to the financial bubble and subsequent decline. Congress has proposed new regulation of these agencies to increase competition and ensure independence in this market

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve Bank is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SPREAD: a) The yield or price difference between the bid and offer on an issue; b) The yield or price difference between different issues.

TREASURY BILLS: A non-interest-bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year. **TREASURY BONDS:** Long-term U.S. Treasury securities having initial maturities of more than ten years. **TREASURY NOTES:** Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**City of Oxnard,
California 2023-24 Investment Policy
Adopted December 2023**

APPENDIX NO. 3: STATE OF CALIFORNIA GOVERNMENT CODE INVESTMENT PROVISIONS

53600.

As used in this article, “local agency” means county, City, City and county, including a chartered City or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation. (Amended by Stats. 1987, Ch. 887, Sec. 2.)

53600.3.

Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law. (Amended by Stats. 1996, Ch. 749, Sec. 4. Effective January 1, 1997.)

53600.5.

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control. (Amended by Stats. 1996, Ch. 749, Sec. 5. Effective January 1, 1997.)

53600.6.

The Legislature hereby finds that the solvency and creditworthiness of each individual local agency can impact the solvency and creditworthiness of the state and other local agencies within the state. Therefore, to protect the solvency and creditworthiness of the state and all its political subdivisions, the Legislature hereby declares that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern. (Added by Stats. 1995, Ch. 784, Sec. 13. Effective January 1, 1996.)

53601.

This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in

deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery. For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment: (a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency. (b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. (c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. (e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. (f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. (g) Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section. This subdivision does not preclude a municipal utility district from investing moneys in its treasury in a manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code). (h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all the following conditions in either paragraph (1) or (2): (1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation.

(B) Has total assets more than five hundred million dollars (\$500,000,000). (C) Has debt other than commercial paper, if any, that is rated in a rating category of “A” or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond. (C) Has commercial paper that is rated “A-1” or higher, or the equivalent, by an NRSRO. Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, that have less than one hundred million dollars (\$100,000,000) of investment assets under management, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, that have one hundred million dollars (\$100,000,000) or more of investment assets under management may invest no more than 40 percent of their moneys in eligible commercial paper. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635. (i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association, or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decision making authority in the administrative office manager’s office, budget office, auditor-controller’s office, or treasurer’s office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit. (j) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section. (2) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day. (3) Reverse repurchase agreements or securities lending agreements may be utilized only when all the following conditions are met: (A) The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale. (B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio. (C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same

security. (D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(4) (A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency. (B) For purposes of this chapter, "significant banking relationship" means any of the following activities of a bank: (i) Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness. (ii) Financing of a local agency's activities. (iii) Acceptance of a local agency's securities or funds as deposits. (5) (A) "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery. (B) "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity. (C) "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements. (D) "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral. (E) For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods. (F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds. (k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer. (l) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with

Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily. (2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). (3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs. (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management more than five hundred million dollars (\$500,000,000). (4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs. (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management more than five hundred million dollars (\$500,000,000). (5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1). (m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance. (n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted. (o) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other paythrough bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section. (p) Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the

underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria: (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission. (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive. (3) The adviser has assets under management more than five hundred million dollars (\$500,000,000). (q) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. (r) Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600. This section shall remain in effect only until January 1, 2026, and as of that date is repealed. (Amended by Stats. 2020, Ch. 235, Sec. 2. (SB 998) Effective January 1, 2021. Repealed as of January 1, 2026, by its own provisions. See later operative version added by Sec. 3 of Stats. 2020, Ch. 235.)

53601.1.

The authority of a local agency to invest funds pursuant to Section 53601 includes, in addition thereto, authority to invest in financial futures or financial option contracts in any of the investment categories enumerated in that section. (Added by Stats. 1983, Ch. 534, Sec. 3.)

53601.2.

As used in this article, "corporation" includes a limited liability company. (Added by Stats. 2004, Ch. 118, Sec. 18. Effective January 1, 2005.)

53601.5.

The purchase by a local agency of any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank. (Amended by Stats. 2001, Ch. 57, Sec. 2. Effective January 1, 2002.)

53601.6.

(a) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips. (b) (1) Except as provided in paragraph (2), a local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zerointerest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) that are authorized for investment pursuant to subdivision (l) of Section 53601. (2) Notwithstanding the prohibition in paragraph (1), a local agency may invest in

securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. A local agency may hold these instruments until their maturity dates. (c) This section shall remain in effect only until January 1, 2026, and as of that date is repealed. (Amended by Stats. 2020, Ch. 235, Sec. 4. (SB 998) Effective January 1, 2021. Repealed as of January 1, 2026, by its own provisions. See later operative version added by Sec. 5 of Stats. 2020, Ch. 235.)

53601.8.

Notwithstanding any other provision of this code, a local agency that has the authority under law to invest funds, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposits. The following conditions shall apply: (a) The local agency shall choose a nationally or state-chartered commercial bank, savings bank, savings and loan association, or credit union in this state to invest the funds, which shall be known as the "selected" depository institution. (b) The selected depository institution may use a private sector entity to help place local agency deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are in the United States and are within the network used by the private sector entity for this purpose. (c) The selected depository institution shall request that the local agency inform it of depository institutions at which the local agency has other deposits, and the selected depository institution shall provide that information to the private sector entity. (d) Any private sector entity used by a selected depository institution to help place its local agency deposits shall maintain policies and procedures requiring all the following: (1) The full amount of each deposit placed pursuant to subdivision (b) and the interest that may accrue on each such deposit shall always be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. (2) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable. (3) At the time of the local agency's investment with a selected depository institution and no less than monthly thereafter, the private sector entity shall ensure that the local agency is provided with an inventory of all depository institutions in which deposits have been placed on the local agency's behalf, that are within the private sector entity's network. (4) Within its network, the private sector entity shall ensure that it does not place additional deposits from a particular local agency with any depository institution identified pursuant to subdivision (c) as holding that local agency's deposits if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit. (e) If a selected depository uses two or more private sector entities to assist in the placement of a local agency's deposits, the selected depository shall ensure that it does not place additional deposits from a particular local agency with a depository institution if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit. (f) The selected depository institution shall serve as a custodian for each such deposit. (g) On the same date that the local agency's funds are placed pursuant to subdivision (b) by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal that the local agency initially deposited through the selected depository institution pursuant to subdivision (b). (h) Notwithstanding subdivisions (a) to (g), inclusive, a credit union shall not act as a selected depository

institution under this section unless both of the following conditions are satisfied: (1) The credit union offers federal depository insurance through the National Credit Union Administration. (2) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally insured credit unions in one or more deposit placement services and affirming that the moneys held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government. (i) It is the intent of the Legislature that this section shall not restrict competition among private sector entities that provide placement services pursuant to this section. (j) The deposits placed pursuant to this section shall be subject to Section 53638 and shall not, in total, exceed 50 percent of the agency's funds that may be invested for this purpose. (k) This section shall remain in effect until January 1, 2026, and as of that date is repealed. (Amended (as amended by Stats. 2015, Ch. 181, Sec. 1) by Stats. 2019, Ch. 619, Sec. 1. (AB 945) Effective January 1, 2020. Repealed as of January 1, 2026, by its own provisions. See later operative version, as amended by Sec. 3 of Stats. 2019, Ch. 619.)

53602.

The legislative body shall invest only in notes, bonds, bills, certificates of indebtedness, warrants, or registered warrants which are legal investments for savings banks in the State, provided, that the board of supervisors of a county may, by a four-fifths vote thereof, invest in notes, warrants or other evidences of indebtedness of public districts wholly or partly within the county, whether or not such notes, warrants, or other evidences of indebtedness are legal investments for savings banks. (Amended by Stats. 1954, 1st Ex. Sess., Ch. 10.)

53603.

The legislative body may make the investment by direct purchase of any issue of eligible securities at their original sale or after they have been issued. (Amended by Stats. 1953, Ch. 537.)

53604.

The legislative body may sell, or exchange for other eligible securities, and reinvest the proceeds of, the securities purchased. (Amended by Stats. 1953, Ch. 537.)

53605.

From time to time, the legislative body shall sell the securities so that the proceeds may be applied to the purposes for which the original purchase money was placed in the sinking fund or the treasury of the local agency. (Amended by Stats. 1953, Ch. 537.)

53606.

The bonds purchased, which were issued by the purchaser, may be canceled either in satisfaction or sinking fund obligations or otherwise. When canceled, they are no longer outstanding, unless in its discretion, the legislative body holds them uncanceled. While held uncanceled, the bonds may be resold. (Added by Stats. 1949, Ch. 81.)

53607.

The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, 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 legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year. (Amended by Stats. 1996, Ch. 749, Sec. 6. Effective January 1, 1997.)

53608.

The legislative body of a local agency may deposit for safekeeping with a federal or state association (as defined by Section 5102 of the Financial Code), a trust company or a state or national bank located within this state or with the Federal Reserve Bank of San Francisco or any branch thereof within this state, or with any Federal Reserve bank or with any state or national bank located in any City designated as a reserve City by the Board of Governors of the Federal Reserve System, the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness in which the money of the local agency is invested pursuant to this article or pursuant to other legislative authority. The local agency shall take from such financial institution a receipt for securities so deposited. The authority of the legislative body to deposit for safekeeping may be delegated by the legislative body to the treasurer of the local agency; the treasurer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the treasurer. (Amended by Stats. 1985, Ch. 983, Sec. 17. Effective September 26, 1985.) 53635. (a) This section shall apply to a local agency that is a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. However, Section 53601 shall apply to all local agencies that pool money in deposits or investments exclusively with local agencies that have the same governing body. This section shall be interpreted in a manner that recognizes the distinct characteristics of investment pools and the distinct administrative burdens on managing and investing funds on a pooled basis pursuant to Article 6 (commencing with Section 27130) of Chapter 5 of Division 2 of Title 3. A local agency that is a county, a city and county, or other local agency that pools money in deposits or investments with other agencies may invest in commercial paper pursuant to subdivision (h) of Section 53601, except that the local agency shall be subject to the following concentration limits: (1) No more than 40 percent of the local agency's money may be invested in eligible commercial paper. (2) No more than 10 percent of the total assets of the investments held by a local agency may be invested in any one issuer's commercial paper. (b) Notwithstanding Section 53601, the City of Los Angeles shall be subject to the concentration limits of this section for counties and for cities and counties with regard to the investment of money in eligible commercial paper. (c) A local agency subject to this section may invest in commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600. (Amended by Stats. 2019, Ch. 442, Sec. 12. (AB 857) Effective January 1, 2020.)

53656.

(a) At the time the treasurer enters a contract with the depository pursuant to Section 53649, he or she shall authorize the agent of depository designated by the depository, but including the trust department of the depository only when acceptable to both the treasurer and the depository, to hold securities of the depository in accordance with this article to secure the deposit of the local agency. (b) Only those trust companies and trust departments, or the Federal Home Loan Bank of San Francisco, which have been authorized by the administrator pursuant to Section 53657 shall be authorized by treasurers to act as agents of depository. (c) The securities are subject to order of the depository in accordance with Section 53654 except when the provisions of subdivision (i) of Section 53661 and Section 53665 are in effect. (d) An agent of depository shall not release any security held to secure a local agency deposit in a

depository unless the administrator issues an order authorizing the release where either of the following occurs: (1) A state or federal regulatory agency has taken possession of the depository. (2) A conservator, receiver, or other legal custodian has been appointed for the depository. (Amended by Stats. 1998, Ch. 1035, Sec. 10. Effective September 30, 1998.)

53657.

(a) No person shall act as an agent of depository unless that person is a trust company located in this state, the trust department of a bank located in this state, or the Federal Home Loan Bank of San Francisco, and is authorized by the administrator to act as an agent of depository. (b) (1) An application for authorization shall be in such form, shall contain such information, shall be signed in such manner, and shall (if the administrator so requires) be verified in such manner, as the administrator may prescribe. (2) The fee for filing an application for authorization with the administrator shall be five hundred dollars (\$500). (3) If the administrator finds, with respect to an application for authorization, that the applicant is competent to act as an agent of depository and that it is reasonable to believe the applicant will comply with all applicable provisions of this article and of any regulation or order issued under this article, the administrator shall approve the application. If the administrator finds otherwise, the administrator shall deny the application. (4) When an application for authorization has been approved, the applicant shall file with the administrator an agreement to comply with all applicable provisions of this article and of any regulation or order issued under this article. The agreement shall be in such form, shall contain such provisions, and shall be signed in such manner as the administrator may prescribe. (5) When an application for authorization has been approved, the applicant has complied with paragraph (4), and all conditions precedent to authorizing the applicant to act as agent of depository have been fulfilled, the administrator shall authorize the applicant to act as agent of depository. (Amended by Stats. 1996, Ch. 1063, Sec. 82. Effective January 1, 1997.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING THE FY 2023-24 INVESTMENT POLICY

WHEREAS, Government Code Section 53646 provides that the City Treasurer may annually render to the City Council a statement of investment policy, which the City Council shall consider at a public meeting.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the FY 2023-24 Investment Policy attached hereto as Exhibit A.

PASSED AND ADOPTED THIS 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



Oxnard City Treasurer's Investment policy for fiscal Year 2023-2024

This investment policy describes the parameters for investing government funds and identifies the investment objectives, preferences or tolerance for risk, constraints on the investment portfolio, and how the investment program will be managed and monitored.

This policy includes guidelines on selecting investment types, investment advisors, interest rate risk, maturities, and credit quality, along with collateralization requirements.

Consistent with Best Practice, I included guidelines to enhance the separation of duties and reduce the risk of fraud.

This means no other city official is authorized to make the final decision about what instrument to invest in except for an elected official, but requires the city staff to perform the administrative duties to complete purchases.

I established a process for creating a list of financial institutions, depositories, and broker/dealers that will provide the primary services necessary for executing the investment program.

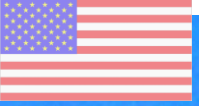
There are currently over 12 authorized
brokers including:
Multi-Bank Securities,
Piper Jaffray,
Stifel, Nicolaus & Company,
Union Bank,
Wells Fargo Bank,
Alamo Capital, and
Baird...

This investment policy was first written in 2017. We received notification from the CMTA (California Municipal Treasurers Association) that they identified that policy as among the best for the year.

Therefore, that policy has remained the same except for legal updates when required.

Government Code recommends monthly reporting, but the Council limited the number of times the investment report is presented in the council agenda to quarterly reports.

Consequently, I prepare and submit to the City Clerk, individual Mayor and Councilmembers a report on a monthly basis.



Phillip Molina,
City Treasurer



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: December 19, 2023

TO: City Council

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

SUBJECT: Ratification of authorization for the Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County. (10 minutes)

RECOMMENDATION

That the City Council:

1. Authorizes the Oxnard Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County in the amount of \$2,750,000. There are no matching funds required.
2. Authorize the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. Authorize the Fire Chief or designee to submit non-financial reports.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 28, 2023 to approve the staff recommendation and to forward the item for Council approval.)

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

<https://youtu.be/LeuoAWu1Y6A>

BACKGROUND

The City of Oxnard Fire Department was recently made aware of this workforce development grant opportunity. The City Manager approved applying for the grant prior to Council as it represents a fantastic opportunity for Oxnard young adults as well as young adults across the county. Applications for this grant proposal were due on November 18th, 2023.

The Public Works Alliance is a collaborative group of policy experts, system leaders, researchers, and advocates. They help public systems that serve children and low-income families increase revenue. They design and implement career development programs for underserved and system-involved youth. Their EMS Corps program is a five-month EMT training program for young people who have had to navigate underresourced public systems, insecure housing, system involvement and other challenges. In addition to EMT training, Corps members receive a monthly stipend, wraparound support, mentorship, career guidance and job placement after they graduate. The program helps mitigate a shortage of EMS workers while providing young people, who have historically faced barriers to employment, new pathways to careers in healthcare and potentially the fire service.

DISCUSSION

This grant provides a unique opportunity for the Oxnard Fire Department to connect with our community outside of

emergency response. The grant is designed to recruit young adults from under-represented communities, support them to complete an EMT certification, and finally helps them gain employment in healthcare or the fire service. The grant requires no match. It provides \$200,000 and six months as a planning grant to establish the program. It then provides \$850,000 a year, over three years, to ensure 40 young adults a year are certified as EMT's. The Oxnard Fire Department anticipates hiring a project manager to oversee this project over the first three years.

One of the impacts of the COVID-19 pandemic was that EMT and paramedic classes were canceled and postponed. Additionally, there were many EMTs and paramedics that left the prehospital and healthcare fields. This has created a shortage of EMTs and paramedics in the pipeline to continue to serve in these roles. In Ventura County we also anticipate losing additional paramedics over the next 18 months as Santa Barbara has reformed its ambulance system. This proposal helps accelerate filling that pipeline of future EMTs and paramedics.

In May 2022, the Oxnard Fire Department released a 5-year strategic plan. One of the six identified goals is related to recruitment and investing in strategies aimed at hiring more women and Oxnard community members as Firefighters. To accomplish this goal, the Fire Department seeks to foster partnerships with existing community organizations and develop new partnerships with organizations we haven't previously worked with. One of the biggest hurdles to applying for a firefighter position with the City of Oxnard Fire Department is getting an EMT certification. This proposal addresses that hurdle in a proactive way.

Since learning of this opportunity, the Fire Department has developed wide collaborative partnerships with agencies across the county to undertake this unique and exciting project. Internally, the Fire Department will be working closely with City Corps, Housing and the Police Department to develop recruitment strategies to find young adults that perhaps have not considered a career in healthcare or the fire service.

More broadly, we have support from the Ventura County Board of Supervisors, Ventura County Emergency Medical Services Agency (VCEMSA), Casa Pacifica, Clinicas, Gold Coast Ambulance, Ventura County Community Foundation, Dignity Health, Performance Therapy, Ventura and Oxnard Community Colleges. The Ventura Fire Chiefs Association and the labor associations representing firefighters in Ventura County are supporting this initiative.

If awarded, the six-month planning grant would start in the first quarter of 2024. Once planning has been completed, annual operations will be provided. The grant support is scheduled to conclude in February 2028. During this period of performance, we will be working on developing sustainable funding streams to continue the program after the beginning of 2028.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If awarded, grant revenue will be recognized and appropriated to the State & Local Grant Fund (210), and staff will return to City Council to request approval if any changes in staffing are needed to support grant implementation. There is no local match required for this grant.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 28, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief, Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. Presentation

Ratification of authorization for the Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County

Alexander Hamilton, Fire Chief

Recommendation

That the City Council:

1. Authorizes the Oxnard Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County in the amount of \$2,750,000. There are no matching funds required.
2. Authorize the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. Authorize the Fire Chief or designee to submit non-financial reports.

The City of Oxnard Fire Department was recently made aware of this workforce development grant opportunity. The City Manager approved applying for the grant prior to Council as it represents a fantastic opportunity for Oxnard young adults as well as young adults across the county. Applications for this grant proposal were due on November 18th 2023.



Background

- The Public Works Alliance is a collaborative group of policy experts, system leaders, researchers, and advocates.
- They help public systems that serve children and low-income families increase revenue.
- They design and implement career development programs for underserved and system-involved youth.
- Their EMS Corps program is a five-month EMT training program for young people who have had to navigate underresourced public systems, insecure housing and other challenges.
- In addition to EMT training, Corps members receive a monthly stipend, wraparound support, mentorship, career guidance and job placement after they graduate.
- The program helps mitigate a shortage of EMS workers while providing young people, who have historically faced barriers to employment, new pathways to careers in healthcare and potentially the fire service.



- This grant provides a unique opportunity for the Oxnard Fire Department to connect with our community outside of emergency response
- The grant requires no match
- It provides \$200,000 and six months as a planning grant to establish the program
- It then provides \$850,000 a year, over three years, to ensure 40 young adults a year are certified as EMT's
- The Oxnard Fire Department anticipates hiring a project manager to oversee this project over the first three years

- One of the impacts of the COVID-19 pandemic was that EMT and paramedic classes were canceled and postponed. Additionally, there were many EMTs and paramedics that left the prehospital and healthcare fields.
- This has created a shortage of EMTs and paramedics in the pipeline to continue to serve in these roles. In Ventura County we also anticipate losing additional paramedics over the next 18 months as Santa Barbara has reformed its ambulance system. This proposal helps accelerate filling that pipeline of future EMTs and paramedics.

- Internally, the Fire Department will be working closely with City Corps, Housing and the Police Department to develop recruitment strategies to find young adults that perhaps have not considered a career in healthcare or the fire service.
- We have support from the Ventura County Board of Supervisors, Ventura County Emergency Medical Services Agency (VCEMSA), Casa Pacifica, Clinicas, Gold Coast Ambulance, Ventura County Community Foundation, Dignity Health, Performance Therapy, Ventura and Oxnard Community Colleges.
- The Ventura Fire Chiefs Association and the labor associations representing firefighters in Ventura County are supporting this initiative.



If awarded, the six-month planning grant would start in the first quarter of 2024. Once planning has been completed, annual operations will be provided. The grant support is scheduled to conclude in February 2028. During this period of performance, we will be working on developing sustainable funding streams to continue the program after the beginning of 2028.

If awarded, grant revenue will be recognized and appropriated to the State & Local Grant Fund (210). There is no local match required for this grant.





Questions?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: December 19, 2023

TO: City Council

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

SUBJECT: Authorize the Housing Director to Execute a Subordination Agreement with Peoples' Self Help Housing and the California Department of Housing and Community Development for Cypress Place at Garden City Phase I. (10 minutes)

RECOMMENDATION

That the City Council authorize the Housing Director to execute a Subordination Agreement, and any and all related documents thereto, with Peoples' Self Help Housing and the California Department of Housing and Community Development for Cypress Place at Garden City.

(This item did not originate in Committee.)

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

<https://youtu.be/vu3t0LksZTA>

BACKGROUND

Peoples' Self-Help Housing is a non-profit housing organization that works to provide affordable rental and for-sale housing to low-income households. For the past fifty-two years, Peoples' Self-Help Housing has been one of the leading nonprofit housing developers in San Luis Obispo, Santa Barbara, Monterrey and Ventura counties.

In February 2021, Peoples' Self-Help Housing received entitlements to develop Cypress Place at Garden City, a 150-unit development located at 5536 and 5482 Cypress Road. The development is comprised of 148 affordable rental units for households with incomes between thirty percent and eighty percent of area median income for fifty-five years and two manager units. The project is located on an All-Affordable Housing Opportunity site and also received a density bonus, thus requiring a regulatory agreement to memorialize the affordability covenants required under each program.

Peoples' Self-Help Housing is developing Cypress Place at Garden City in two phases. The first phase will consist of ninety units comprised of eighty-nine affordable rental units targeting low-income and farmworker families earning between thirty percent and eighty percent of the area median income, one manager unit and all of the project's amenities. In the second phase, Peoples' Self-Help Housing will develop the remaining sixty units, which consists of fifty-nine affordable rental units and one manager unit.

Peoples' Self-Help Housing successfully obtained the funding necessary to develop the first phase, which has a development budget of \$66,134,167. The primary funding sources came from the California Department of Housing and Community Development, who provided a \$36,287,635 forgivable equity loan under the new Housing Accelerator Program and an \$8,180,344 loan under the Joe Serna Farmworker Housing Program. Peoples' Self-Help Housing also plans to take out a \$13,000,000 permanent loan. While the majority of the funding needed to complete the development was obtained from varying Federal and State resources, a financial gap still existed.

In February 2023, the City Council authorized loaning Peoples' Self-Help Housing \$1,600,000 in HOME funds and

\$1,500,000 from the Community Development Block Grant to close the gap and make the projects financially viable.

DISCUSSION

In March of 2023, Peoples' Self-Help Housing closed on their construction loan financing. As part of the construction loan closing, the required loan and regulatory agreements from the City of Oxnard, including the required All Affordable Housing Opportunities and density bonus regulatory agreements, were executed and recorded.

During the closing, the State of California made Peoples' Self-Help Housing and the City of Oxnard aware that they would not be ready to close on their portion of the financing, and would need additional time to finalize their loan documents. Although the State of California's loan documents were not ready at the time of the construction closing, Peoples' Self-Help Housing was able to close on their construction loan and begin construction.

The State of California is currently finalizing their loan documents with Peoples' Self-Help Housing and in that process, they've requested that the City of Oxnard subordinate its regulatory agreements, in favor of the State of California's regulatory agreements.

The State of California's Uniform Multifamily Regulations, which regulates its financial underwriting, expressly prohibits the State of California's regulatory agreement and deed of trust from subordinating to a lien of a local government entity. The State of California defines "liens of a local government entity" as "a recorded deed of trust, regulatory agreement, reversion, or other recorded agreement securing payment or performance, or a covenant running with the land that affects the maintenance, use, operation, or occupancy of the Rental Housing Development."

The State of California does allow subordinating to a lien of a local government entity if the local government entity provides twice the amount of funds to the project than the State of California or if the local government entity provides more funds to the project than the State of California, and it also manages a portfolio of loans with over 10,000 affordable units.

The City of Oxnard's density bonus regulatory agreements meet the State of California's definition of a "lien of a local government agency," but the City of Oxnard's financial assistance and affordable housing portfolio do not meet the thresholds listed above that would allow the State of California to subordinate.

Placing the State of California's regulatory agreements in a senior position does not negatively impact the project but does place the City of Oxnard's loans behind that of the state should there ever be a default. A benefit of this requirement is that it strengthens the projects' affordability by placing the State of California's more restrictive regulatory agreement in a senior position. Both regulatory agreements restrict all eighty-nine units to households below eighty-percent of the area median. However, the State of California's regulatory agreements require deeper affordability by requiring the project to provide sixty-five units to households with incomes between thirty-percent and sixty-percent of the area median income.

Understanding, that the City of Oxnard has an interest in not allowing its regulatory agreements from being voided in the event the State of California were to foreclose on its deed of trust, the State of California will allow the City of Oxnard's regulatory agreements to remain in a superior position, thereby preventing the City of Oxnard's regulatory agreements from being voided in the event of foreclosure.

Staff recommends the City Council authorize the execution of the subordination agreement. Attached to this report is Peoples' Self-Help Housing's executed subordination agreement. The State of California will not send its executed subordination agreement to the City of Oxnard, as it is their common practice to send executed documents directly to escrow. If this item is approved, staff will proceed with coordinating the City of Oxnard's execution of the subordination agreement and transmitting both the City of Oxnard and Peoples' Self-Help Housing's signatures to escrow for recording.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct fiscal impact to the City in approving this action, however there is a change in risk profile should council approve subordinating the City's loan behind that of the State.

COMMITTEE OUTCOME

This item did not originate in Committee. This action further implements previous City Council approval of the \$1.6M loan to People's Self-Help Housing.

Prepared by: Albert Ramirez, Assistant Housing Director

ATTACHMENTS

1. Subordination Agreement
2. PowerPoint Presentation

**FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTION 27383 and 27388.1.**

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

State of California
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: **Legal Affairs Division**
20-FWHG-16363
22-ACC-17560

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (the "Agreement") is dated as of July 7, 2023, for reference purposes only, and is entered into by and among the City of Oxnard, a municipal corporation (the "Junior Lienholder") and Cypress Place at Garden City, L.P., a California limited partnership (the "Borrower"), and the Department of Housing and Community Development, a public agency of the State of California (the "Senior Lender").

RECITALS

A. Borrower is the owner of fee simple interest in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). The Borrower has acquired and is constructing a 90-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The Junior Lienholder has made a loan to the Borrower in the principal sum of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00) (the "Junior Lienholder CDBG Loan"). The Junior Lienholder CDBG Loan is evidenced by a certain promissory note (the "Junior Lienholder CDBG Note"), secured by a certain deed of trust (the "Junior Lienholder CDBG Deed of Trust") recorded on March 31, 2023, as Instrument No. 2023000023531 in the Official Records of Ventura County, California (the "Official Records"). The Junior Lienholder and Borrower have also entered into a regulatory agreement affecting the use of the Development, recorded on March 31, 2023, as Instrument No. 2023000023529

in the Official Records (the "Junior Lienholder CDBG Regulatory Agreement"). (The Junior Lienholder CDBG Deed of Trust, the Junior Lienholder CDBG Regulatory Agreement and all other documents evidencing or securing the Junior Lienholder Loan are collectively referred to herein as the "Junior Lienholder CDBG Documents.")

C. The Junior Lienholder has also made a loan to the Borrower in the principal sum of One Million Six Hundred Thousand and no/100 Dollars (\$1,600,000.00) (the "Junior Lienholder HOME Loan"). The Junior Lienholder HOME Loan is evidenced by a certain promissory note (the "Junior Lienholder HOME Note"), secured by a certain deed of trust (the "Junior Lienholder HOME Deed of Trust") recorded on March 31, 2023, as Instrument No. 2023000023532 in the Official Records. The Junior Lienholder and Borrower have also entered into a regulatory agreement affecting the use of the Development, recorded on March 31, 2023, as Instrument No. 2023000023530 in the Official Records (the "Junior Lienholder HOME Regulatory Agreement"). (The Junior Lienholder HOME Deed of Trust, the Junior Lienholder HOME Regulatory Agreement and all other documents evidencing or securing the Junior Lienholder HOME Loan are collectively referred to herein as the "Junior Lienholder HOME Documents.")

D. The Junior Lienholder and Borrower have also entered into a certain Density Bonus Affordability Agreement affecting the use of the Development, recorded on March 28, 2023, as Instrument No. 2023000022388 in the Official Records.

E. The Junior Lienholder and Borrower have also entered into a certain All Affordable Housing Opportunity Program Affordability Agreement ("AAHOP Agreement") affecting the use of the Development, recorded on March 28, 2023, as Instrument No. 2023000022389 in the Official Records.

F. The Junior Lienholder CDBG Documents, the Junior Lienholder HOME Documents, the Density Bonus Affordability Agreement, and the AAHOP Agreement are collectively referred to herein as the "Junior Lienholder Documents."

G. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Eight Million One Hundred Eighty Thousand Three Hundred Forty Four and no/100 Dollars (\$8,180,344.00) (the "FWHG Loan"), and the Senior Lender has agreed to loan the Borrower a sum not to exceed Thirty Nine Million Five Hundred Fifty Three Thousand Five Hundred Twenty Two and no/100 Dollars (\$39,553,522.00) (the "ACC Loan"), subject to the terms and conditions of: (i) a Senior regulatory agreement and Junior Regulatory Agreement (together the "FWHG Regulatory Agreements"), restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "FWHG Regulatory Agreement"), and (ii) other loan documents. The FWHG and ACC Loans will be evidenced by a promissory note (the "FWHG Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary

recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "FWHG Deed of Trust") and by such other security as is identified in other loan documents. The FWHG Note, FWHG Deed of Trust, and all other documents evidencing or securing the FWHG Loan are collectively referred to herein as the "FWHG Loan Documents."

H. It is the intent of the Parties that the order of priority of the documents that will be on title as follows:

1. HCD's Senior Regulatory Agreement.
2. The City of Oxnard Density Bonus Agreement – Subordinate to the HCD Senior and Junior Regulatory Agreement but Superior to the HCD Deed of Trust.
3. The City of Oxnard AAHOP Agreement - Subordinate to the HCD Senior and Junior Regulatory Agreement but Superior to the HCD Deed of Trust.
4. Chase Bank Deed of Trust – Subordinate to the HCD Senior Regulatory Agreement, Oxnard Density Bonus Agreement and Oxnard AAHOP Agreement. Superior to HCD DOT and the City of Oxnard's HOME and CDBG Deeds of Trust.
5. HCD's Junior Regulatory Agreement – Superior to the City of Oxnard Density Bonus and AAHOP Agreement and subordinate to the Chase Bank Deed of Trust.
6. HCD Deed of Trust.
7. UCC-1 Financing Statement.
8. HOME Declaration.
9. CDBG Regulatory Agreement.
10. HOME Deed of Trust.
11. CDBG Regulatory Agreement.

I. The Senior Lender is willing to make the FWHG Loan and ACC Loan (collectively, the "Senior Lender Loans") provided the FWHG Regulatory Agreements are liens, claims or charges upon the Development prior and superior to the Junior Lienholder Documents, and provided that the Junior Lienholder specifically and unconditionally subordinates and subjects the Junior Lienholder Documents to the liens, claims or charges of the FWHG Regulatory Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make its Senior Lender Loans, it is hereby declared, understood and agreed as follows:

1. The FWHG Regulatory Agreements and the and any and all renewals, modifications, extensions or advances thereunder or secured thereby shall unconditionally be

and remain at all times liens, claims, or charges on the Development prior and superior to the Junior Lienholder Documents, and to all rights and privileges of the Junior Lienholder thereunder; and the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder are hereby irrevocably and unconditionally subject and made subordinate to the liens, claims or charges of the FWHG Regulatory Agreements.

2. FWHG Loan Documents will remain at all times liens, claims, or charges on the Development prior and superior to the Junior Lienholder CDBG Documents and Junior Lienholder HOME Documents. The Junior Lienholder Density Bonus Covenant and AAHOP Agreement will remain at all times liens, claims, or charges on the Development prior and superior to the FWHG Loan Documents but subordinate to the FWHG Regulatory Agreements.

3. This Agreement shall be the whole and only agreement with regard to the subordination of the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder, to the liens, claims or charges of the Senior Lender FWHG Regulatory Agreements and FWHG Loan Documents and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens or charges of, but only insofar as would affect the priority between the claims, liens or charges of the Junior Lienholder Documents to the Senior Lender FWHG Loan Documents and the Senior Lender FWHG Regulatory Agreements including, but not limited to, those provisions, if any, contained in the Junior Lienholder Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements. This agreement shall not limit, waive, modify or replace the requirement that the Senior Lienholder comply with IRC Section 42(h)(6)(E)(ii) as stated in the Senior Lender Regulatory Agreements.

4. The Junior Lienholder declares, agrees and acknowledges that:

(a) The Junior Lienholder consents and approves (i) all provisions of the Senior Lender FWHG Note, the FWHG Deed of Trust and the FWHG Regulatory Agreements, and (ii) all agreements among the Junior Lienholder, Borrower and Senior Lender for the disbursement of the proceeds of the Senior Lender Loans, including without limitation any loan escrow agreements which have been provided to the Junior Lienholder for review;

(b) The Senior Lender, in making disbursements of the Senior Lender Loans pursuant to the Senior Lender FWHG Note or any other agreement, is under no obligation or duty to, nor has the Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery or recordation of any of the FWHG

Note, FWHG Deeds of Trust, or FWHG Regulatory Agreements Senior Lender, or the performance of any provision, condition, covenant or other term thereof, will conflict with or result in a breach of the Junior Lienholder Documents or the Junior Lienholder Note; and

(d) The Junior Lienholder intentionally and unconditionally waives, relinquishes, subjects and subordinates the claims, liens or charges upon the Development of the Junior Lienholder Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens or charges upon the Development of the Senior Lender Deeds of Trust and the Senior Lender Regulatory Agreements, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the Senior Lender Loans and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

5. Senior Lender hereby agrees, but only as a separate and independent covenant of the Senior Lender and not as a condition to the continued effectiveness of the covenants and agreements of the Borrower and the Junior Lienholder as set forth herein, as follows:

(a) Following a notice from the Senior Lender to the Borrower that a default or breach exists under the terms of the Senior Lender Documents and each of them, the Senior Lender shall promptly (but in no event later than the following business day) send a copy of such notice to the Junior Lienholder and the Junior Lienholder shall have the right, but not the obligation, to cure the default as follows:

- (i) If the default is reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, the Junior Lienholder shall have such period to effect a cure prior to exercise of remedies by Senior Lender under the Senior Lender Documents, or such longer period of time as may be specified in the Senior Lender Documents.
- (ii) If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, or such longer period if so specified, and if the Junior Lienholder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Junior Lienholder shall have such additional time as is determined by the Senior Lender, in its sole discretion, to be reasonably necessary to cure the default prior to exercise of any remedies by Senior Lender.

In no event shall Senior Lender be precluded from exercising remedies if its security

becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the Senior Lender Documents.

Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the Senior Lender Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of the Senior Lender.

(b) The provisions of this paragraph 4 are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b and 2924c.

6. The Senior Lender would not make the Senior Lender Loans without this Agreement.

7. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

10. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

[The remainder of this page is intentionally left blank.]

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

JUNIOR LIENHOLDER:

The City of Oxnard,
a municipal corporation

BY: _____

NAME: _____

ITS: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

ITS: _____

[Signatures must be acknowledged.]

[Signature continues on Page 8 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

BORROWER:

Cypress Place at Garden City, L.P.,
a California limited partnership

By: Cypress Place at Garden City LLC,
a California limited liability company

Its: General Partner

By: People's Self-Help Housing Corporation,
a California nonprofit public benefit corporation

Its: Sole Member/Manager

By: _____
Kenneth Trigueiro
Chief Executive Officer and President

[Signatures must be acknowledged.]

[Signature continues on Page 9 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

SENIOR LENDER:

**The Department of Housing and
Community Development**, a public
agency of the State of California

By: _____
Neel Chand, Closing Manager

[Signatures must be acknowledged.]

[The remainder of this page is intentionally left blank.]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF LOT 12 AND LOT 13, AS SAID LOTS ARE DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF GARDEN CITY ACRES BEING THE SUBDIVISION OF LOT A AND A PORTION OF LOTS C AND D OF SUBDIVISION 83, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, VENTURA COUNTY, CAL.", IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN BOOK 11, PAGES 104 AND 105 OF MISCELLANEOUS RECORDS (MAPS), DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL A AND PARCEL B AS DESCRIBED IN THE GRANT DEED RECORDED OCTOBER 15, 2020 AS INSTRUMENT NO. 2020-00170280 OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 12, SOUTH 0°02' EAST 98.00 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING SAID WESTERLY LINE,

1ST - NORTH 89°59'58" EAST 87.51 FEET; THENCE,
2ND - SOUTH 0°00'02" EAST 74.18 FEET; THENCE,
3RD - NORTH 89°59'58" EAST 154.30 FEET; THENCE,
4TH - NORTH 48°57'44" EAST 37.15 FEET; THENCE,
5TH - NORTH 0°00'02" WEST 93.80 FEET; THENCE,
6TH - NORTH 89°59'58" EAST 120.90 FEET; THENCE,
7TH - NORTH 48°57'44" EAST 144.60 FEET; THENCE,
8TH - NORTH 0°01'00" WEST 99.38 FEET TO THE NORTHERLY LINE OF SAID PARCEL B.

SAID LAND IS SHOWN AS LOT 1 OF LOT LINE ADJUSTMENT OX-LLA-20-310-09, RECORDED MARCH 13, 2023 AS INSTRUMENT NO. 2023000018527 OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND UTILITY PURPOSES AS SET FORTH IN THAT CERTAIN TEMPORARY CONSTRUCTION STAGING, ACCESS AND SITE WORK EASEMENT AGREEMENT

RECORDED MARCH 31, 2023 AS INSTRUMENT NO. 2023000023526 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SUBJECT TO THE TERMS AND PROVISIONS CONTAINED THEREIN.

APN: **223-0-041-020**;

APN: **223-0-090-015**

Subordination Agreement with Peoples' Self Help Housing and the California Department of Housing and Community Development for Cypress Place at Garden City Phase I

Emilio Ramirez, Director
Housing Department

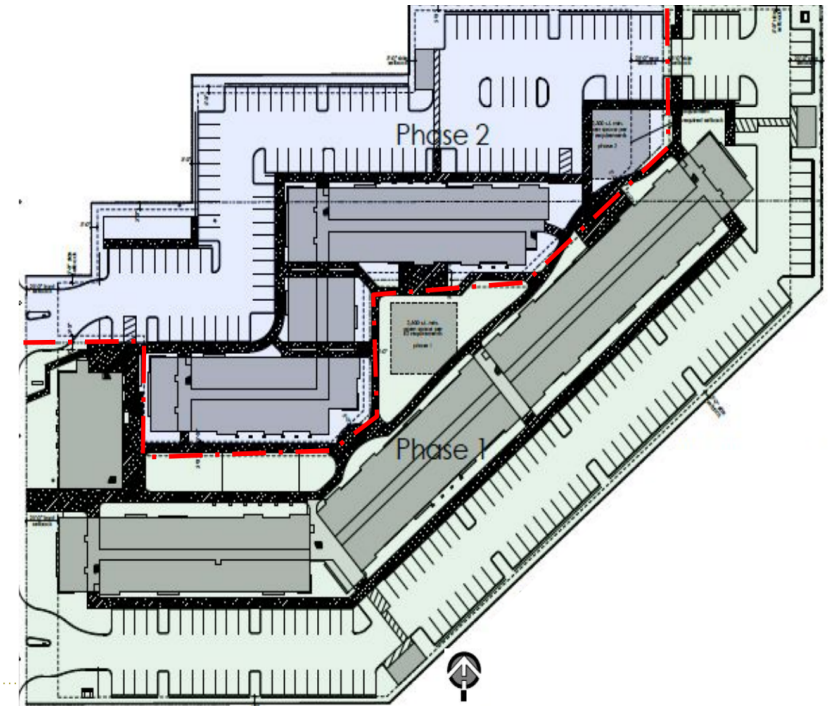
City Council
December 19, 2023

1. Peoples' Self-Help Housing is a non-profit housing organization that works to provide affordable rental and for sale housing to low-income households.
2. For the past fifty-two years Peoples' Self-Help Housing has been one of the leading nonprofit housing developers in San Luis Obispo, Santa Barbara, Monterey and Ventura counties.



CYPRESS PLACE AT GARDEN CITY

3



1. Peoples' Self-Help Housing successfully obtained the funding necessary to develop Phase I, which has a development budget of \$66,134,167
2. The primary funding sources came from the California Department of Housing and Community Development which will provide a \$36,287,635 forgivable equity loan under the new Housing Accelerator Program and an \$8,180,344 loan under the Joe Serna Farmworker Housing Program
3. Peoples' Self-Help Housing also plans to take out a \$13,000,000 permanent loan
4. While the majority of the funding needed to complete the development, a financial gap still existed
5. In February of 2023, City Council authorized loaning Peoples' Self-Help Housing \$1,600,00 in HOME funds and \$1,500,000 in Community Development Block Grant to close the gap and make the projects financially viable

SUBORDINATION REQUEST

5

1. In March of 2023, Peoples' Self-Help Housing closed on their construction loan financing
2. As part of the construction loan closing, the required City loan and regulatory agreements were executed and recorded
3. During the closing, HCD made Peoples' Self-Help Housing and the City aware that they would not be ready to close on their portion of the financing. Although HCD's was not ready, PSHH was able to close and begin construction.
4. HCD is currently finalizing their loan documents with Peoples' Self-Help Housing and in that process, they've requested that the City subordinate its regulatory agreements



1. HCD Regulations expressly prohibits HCD's Regulatory Agreement and Deed of Trust from subordinating to a lien of a local government entity
2. The City's AAHOP and Density Bonus Regulatory Agreements, meet HCD's definition of a "lien of a local government agency." and the City's financial assistance and affordable housing portfolio do not meet the thresholds that would allow HCD to subordinate to the City
3. Placing HCD's Regulatory Agreements in a senior position does not negatively impact the project nor the City's position in anyway. On the contrary, it strengthens the projects affordability by placing HCD's more restrictive regulatory agreement in a senior position
4. HCD is allowing the City Regulatory Agreements to remain superior to HCD's Deed of Trust, thereby preventing the City Regulatory Agreements from being wiped out in the event of HCD's foreclosure

That the City Council authorize the Housing Director to execute a Subordination Agreement, and any and all related documents thereto, with Peoples' Self Help Housing and the California Department of Housing and Community Development for Cypress Place at Garden City.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.4

DATE: December 19, 2023

TO: City Council

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

SUBJECT: The Selection of Option 2 for the Mandated California Air Resources Board Advanced Clean Fleets Regulations. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve "Option 2" as allowed under the Advanced Clean Fleets (ACF) Regulation which mandates local governments to undertake certain actions to implement Zero Emission Vehicles (ZEV) for their fleets beginning on January 1, 2024.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the December 12, 2023 Public Works and Transportation Committee. Staff is available to answer any questions.)

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

<https://youtu.be/KxLWZI9Sv9U>

BACKGROUND

The City's on-road fleet is composed of approximately 260 medium duty trucks, service body trucks, dump trucks, refuse collection vehicles and other types. The California Air Resources Board (CARB) regulates emissions on these vehicles. On April 28, 2023 CARB adopted and mandated the Advanced Clean Fleet (ACF) regulation. The ACF regulation is the latest development in CARB's decades-long history of setting increasingly stringent emission standards for medium and heavy duty vehicles. The ACF regulation applies to vehicles with a gross vehicle weight rating greater than 8,500 lbs ("Target Vehicle") and mandates the implementation of zero emission Vehicles (ZEV), which are composed of Electric Vehicles (EV), Battery Electric Vehicle (BEV), or Hydrogen Fuel-Cell Electric Vehicle (FCEV). As an example, a Target Vehicle would be one that is similar in size/weight to a Ford F250 pick-up truck and larger.

Fleets can apply for a ZEV purchase exemption, subject to the approval of CARB, if the vehicle is not available for purchase in a ZEV configuration. CARB will list configurations that are not available in ZEV's and update the list periodically with expiration dates for the vehicle to be removed from the configuration list. The following vehicles, which are in the City's Fleet, are currently on the configuration list on a temporary basis and available for a CARB approved exemption: Bucket truck, boom truck, dump truck, flatbed truck, stake bed truck, front-loader refuse compactor truck, side-loader refuse compactor truck, rear-loader refuse compactor truck, refuse roll-off truck, service body truck, street sweeper, tank truck, water truck, crane truck, and vacuum truck. It should be noted that this list will be updated routinely by CARB once the industry produces ZEV's for these types of vehicles. Automatic exempt vehicles are those emergency response vehicles as specified in the California Vehicle Code 165, such as Target Vehicles like fire apparatus, mobile command post, and police armored rescue vehicles. The requirements and exemptions are not crystal clear and therefore staff will continue to work with CARB to understand if there are exemptions for a percentage of Water and Wastewater vehicles.

Advanced Clean Fleets Regulations compliance for local government fleets includes two qualifying options:

1. Option 1 (default option), beginning January 1, 2024, 50 percent of annual Target Vehicle purchases are to be ZEV's, and beginning January 1, 2027, that 100 percent of Target Vehicle purchases are to be ZEV's.
2. Option 2, local government fleets may choose ZEV Milestones Option. Fleets may elect to meet ZEV targets as a percentage of the total fleet starting with vehicle types that are most suitable for electrification. The schedule is laid out in Table 1. This option allows the addition of new internal combustion engines (ICE) vehicles model year 2024 or newer as long as the fleet is meeting the percent target rates listed below.

Table 1: ZEV Fleet Milestones by Milestone Group and Compliance Year

Percentage of vehicles that must be zero-emission	10%	25%	50%	75%	100%
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles (the City has approximately 150 of these vehicles in the Fleet)	2025	2028	2031	2033	2035 and beyond
Milestone Group 2: Work trucks, day cab tractors, buses with three axles (the City has approximately 103 of these vehicles in the Fleet)	2027	2030	2033	2036	2039 and beyond
Milestone Group 3: Sleeper cab tractors and specialty vehicles (the City has approximately 7 of these vehicles in the Fleet)	2030	2033	2036	2039	2042 and beyond

CARB will monitor and enforce compliance. CARB's enforcement program is designed to deter noncompliance and to ensure regulated industries that have not met CARB's regulatory requirements are brought into compliance. There are three types of legal processes that CARB uses to resolve noncompliance violations: civil, administrative, and criminal. As part of the civil process, CARB can obtain a court order or injunction to stop ongoing violations. Administrative penalties can be up to \$25,000 per day and cumulative up to \$300,000 per violation. CARB may identify potential criminal violations. In those instances, the case may be referred to the Attorney General, a District Attorney, or other prosecutors for criminal prosecution.

DISCUSSION

ZEV Charging Stations

As of today, the City has one single-port shared-use City-owned electric vehicle charging station at the downtown parking structure. There are two other City-owned charging stations in the long-term parking lot at the Oxnard Transit Center. The location of these stations is not ideal for charging City-owned fleet vehicles. There are no other City-owned electric vehicle charging stations within the city. Staff is not aware of any private company managed/owned hydrogen charging stations within the City. The City does not currently own/operate hydrogen charging stations. It should be noted that Gold Coast Transit is working on the installation of a hydrogen charging station at their facility in north Oxnard. Staff's current understanding is that this charging station is specific for the use of Gold Coast. Staff has initiated contact with Gold Coast about the use of their charging stations for City Vehicles. Staff will continue those conversations with the desire to have access to Gold Coast's charging stations.

SCE's Charge Ready Transport (CRT) Program

Recently, staff has been in communication with Southern California Edison (SCE) in regards to the SCE Charge Ready Transport program. SCE's Charge Ready Transport (CRT) Program offers low- to no-cost electrical system upgrades to support the installation of electric vehicle (EV) charging equipment for qualifying vehicles. This program provides a unique opportunity for fleet operators choosing to acquire electric vehicles by providing support and reducing the costs with installing the necessary charging equipment.

When a customer is approved to participate in the program, SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter. If the customer prefers, they can perform the customer-side of the meter electrical work and may receive a rebate. Additional rebates are available to eligible companies within disadvantaged communities.

For the CRT Program, SCE will:

- Perform on-site visits to evaluate the site's electrical infrastructure needs.
- Develop utility-side and customer-side of the meter cost estimates.
- Design, secure permit, project manage and install the necessary infrastructure. Participants will have the option to instead perform the necessary work on their side of the meter and receive a make-ready rebate.
- Install a separate meter dedicated to the EV charging infrastructure and waive customer demand charges through 2024 with our commercial EV rates.
- Make final inspections once the charging equipment is installed.

Customer requirements for the SCE CRT Program, which would require an agreement between SCE and the City include:

- Lease or purchase at least two medium or heavy-duty battery powered EVs or convert at least two fossil-fuel vehicles to electric within 18 months of installation.
- Select, purchase and install SCE approved charging equipment in the quantity approved by SCE.
- Keep the charging equipment operational for at least ten years.
- Provide data related to charging equipment usage for a minimum of five years (on-road vehicles only).
- Grant easement to selected property in perpetuity may be required.
- No other SCE programs can be used in the selected property for 10 yrs (i.e rule 29)

In addition to the SCE program, Public Works staff has been seeking grants that can fund infrastructure and charging stations. Recently a DOE Funds/EECBG awarded \$224,240 for the City and will be utilized towards EV infrastructure or charging stations for a Pacific Yard project. Public Works will continue to seek available grant funding.

Staff will continue to evaluate and pursue the SCE CRT Program and will bring back any necessary recommendations for the City Council's consideration (e.g. agreement).

Compliance with CARB ZEV

There are two options for Fleets to be in compliance with the State unfunded mandate for ZEV as noted in the Background section above. When taking into consideration the current exemption list and the existing and projected make-up of the City's fleet, the amount of ZEV that the City would have to purchase would be in smaller increments over a longer period of time when calculated using Option 2. This would allow the capital cost to be spread over multiple years (i.e. Option 2 2025 to 2042) instead of 2024 to 2027 per Option 1. Also, it would allow more time for the City to evaluate the different ZEV (e.g. electric and hydrogen) and provide some additional time for infrastructure updates (e.g. charging stations). As such, it is recommended that the City choose the ZEV Fleet Milestone option (Option 2). This will allow the City to continue to add ICE vehicles to our fleet and ZEV Target Vehicles in a less aggressive timeline than the default option.

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

By selecting Option 2, the initial compliance dates are staggered and start at 10% compliance per milestone group; each group gives fleets approximately 10 years to reach the 100% compliance goal. This option is not as aggressive as Option 1 and will give fleets more time to comply. The costs for ZEVs are higher than ICE, and as such, Option 2 is anticipated to have less of an impact on future Fleet purchases. The budget for vehicle purchases will be requested in future fiscal years and brought to Council at that time.

Alternatively, by selecting Option 1, there would be an immediate impact as 50% of purchases are mandated to be ZEV's starting January 1, 2024 and ramp up to 100% on January 1, 2027. This option would not allow fleets to add ICE vehicles. In some cases ZEV's are up to 50% higher in up front cost when compared to ICE vehicles. Staff does not recommend this Option.

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the December 12, 2023 Public Works and Transportation Committee. Staff is available to answer any questions.

Prepared by: Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. ACF Final Regulation Order for State and Local Government Fleets
2. Presentation

Appendix A-1

Final Regulation Order

Advanced Clean Fleets Regulation

State and Local Government Agency Fleet Requirements

[Note: The entire text of sections 2013 through 2013.4 set forth below is new language in “normal type” proposed to be added to title 13, California Code of Regulations.]

Chapter 1 Motor Vehicle Pollution Control Devices

Section 2013.	State and Local Government Agency Fleet Applicability, Definitions, and General Requirements
Section 2013.1	State and Local Government Agency Fleet Exemptions
Section 2013.2	State and Local Government Agency Fleet Reporting
Section 2013.3	State and Local Government Agency Fleet Recordkeeping
Section 2013.4	State and Local Government Agency Fleet Enforcement

Proposed Regulation Order

Title 13, California Code of Regulations

Adopt Chapter 1, Article 3.2, Section 2013 of title 13, California Code of Regulations, to read as follows:

Article 3.2. State and Local Government Agency Fleet Requirements

§ Section 2013. State and Local Government Fleet Applicability, Definitions, and General Requirements.

(a) Scope and Applicability

- (1) Fleet Applicability. Except as provided in the exemptions specified in section 2013(c) and 2013(e), this article applies to any state or local government agency with jurisdiction in California that owns, leases, or operates one or more vehicles specified in section 2013(a)(2) in California as described in the vehicle scope specified in section 2013(a)(2) on or after January 1, 2024. This article does not apply to federal fleets subject to title 13, California Code of Regulations (CCR), section 2015.
- (2) Vehicle Scope. Except as provided in the exemptions specified in section 2013(c), vehicles subject to this article are vehicles that have a gross vehicle weight rating (GVWR) greater than 8,500 lbs. that are operated in California.
- (3) Hiring Entities. The requirements specified in section 2013(j) apply to any motor carrier, broker, governmental agency, person, or entity that hires and operates or hires and directs the operation of vehicles in California that are subject to this article.

(b) Definitions. For the purposes of this article, the following definitions apply:

“Authorized dealer” means an independent sales, service, or repair facility that is recognized by a motor vehicle manufacturer as a sales representative or is both authorized by a motor vehicle manufacturer to perform repairs on vehicles and is in fact capable of performing repairs needed to maintain vehicles to factory specifications, including performing warranty repair work.

“Backup vehicle” means a vehicle, excluding yard tractors, that is operated infrequently as specified in section 2013.1(a).

“Battery-electric vehicle” or “BEV” has the same definition as “Electric Vehicle” in Title 40, Code of Federal Regulations (CFR), section 1037.801, last amended by the United States Environmental Protection Agency (U.S. EPA) on June 17, 2013, incorporated by reference herein.

“Box truck” means a single-unit vehicle with a fully or partially enclosed space with a roof and at least three sides designed for transporting cargo or payload, excluding the driver and passengers. Examples include vehicles commonly referred to as step vans, refrigerated vans, dry vans, chipper trucks, and box reefer trucks.

“Broker” means any person who, as a principal or agent, sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation. A motor carrier, or person who is an employee or bona fide agent of a carrier, is not a broker when it arranges or offers to arrange the transportation of shipments which it is authorized to transport and which it has accepted and legally bound itself to transport.

“Bus” means any vehicle designed, used, or maintained for carrying more than ten persons, including the driver, and configured with seats for the primary purpose of transporting persons including the driver.

“California fleet” means the subset of vehicles in the total fleet operated in California by a fleet owner during a calendar year.

“CARB” means the California Air Resources Board.

“Configuration” means the primary intended function for which a complete vehicle is designed, or as determined by the body permanently attached to the chassis of an incomplete vehicle. Examples of configurations include bucket trucks, box trucks, concrete pump trucks, dump trucks, digger derricks, drill rigs, stake bed trucks, flatbed trucks, and tow trucks. The configuration does not include any auxiliary equipment or secondary uses of equipment added to or carried on the vehicle body. Examples of truck-mounted equipment include welding equipment, lift gates, portable tanks, generators, storage cabinets, and winches.

“Declared emergency event” means the time period of an emergency event declared or duly proclaimed by a local governing body, state Governor, or the President of the United States during any of the conditions or degrees of emergency described in California Government Code, section 8558.

“Dedicated snow removal vehicle” means a vehicle that has permanently affixed snow removal equipment such as a snow blower or auger and is operated exclusively to remove snow from public roads, private roads, or other paths to allow on-road vehicle access.

“Designated low population counties” means the counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba.

“Dispatch” means to provide direction or instruction for routing a vehicle, whether owned or under contract, to specified destinations for specific purposes, including delivering cargo, passengers, property or goods, or providing a service.

“Emergency operation” means operation of an emergency support vehicle to help alleviate an immediate threat to public health or safety in response to a declared emergency event. Emergency operation includes emergency support vehicle travel to and from a declared emergency event when dispatched by a local, state, federal, or other responsible emergency management agency. Routine operation to prevent public health risks does not constitute emergency operation.

“Emergency support vehicle” means a vehicle other than an authorized emergency vehicle as defined in California Vehicle Code (CVC) section 165 that has been dispatched by a local, state, federal, or other responsible emergency management agency that is used to provide transport services or supplies in connection with an emergency operation.

“Energy storage system” means a system that is designed to store energy on a ZEV or NZEV, such as the battery pack or hydrogen storage tank.

“Executive Officer” means the Executive Officer of the California Air Resources Board or their delegated representative.

“Federal fleet” means vehicles owned by a department, agency, or instrumentality of the federal government of the United States of America and its departments, divisions, public corporations, or public agencies that operate in California. With respect to the Department of Defense and its service branches, federal fleets may be managed regionally, locally, or a combination of regional and local management.

There may be multiple federal fleets within a branch of military service or an installation.

“Fleet” or “total fleet” means one or more vehicles owned by a fleet owner. It also includes rental or leased vehicles that are considered owned by the “fleet owner” as defined in section 2013(b).

“Fleet owner” means the person or entity who owns the vehicles comprising the fleet. The owner shall be presumed to be either the person or entity registered with the California Department of Motor Vehicles (DMV) as the owner or lessee of a vehicle, or its equivalent in another state, province, or country; vehicle ownership is based on the vehicle registration document or the vehicle title, except as specified below:

- (A) For vehicles that are rented or leased from a business that is regularly engaged in the trade or business of renting or leasing motor vehicles without drivers, including truck leases that are part of a bundled service agreement, the owner shall be presumed to be the rental or leasing entity for purposes of compliance, unless the rental or lease agreement for the vehicle is for a period of one year or longer and the terms of the rental or lease agreement identifies the renting operator or lessee of the vehicle as the party responsible for compliance with state laws.
- (B) A financing company or a person who only provides financing to a third party in the form of “finance leases,” as defined in California Uniform Commercial Code section 10103(a)(7), is not considered to own the vehicles that are financed. Similarly, a financing company or a person who only provides financing to a third party for converting a vehicle to a ZEV is not considered to be the owner of the vehicle.

“Gross vehicle weight rating” or “GVWR” means the same as CVC section 350, as indicated by the characters in the four through eight positions in a standard 17-character Vehicle Identification Number (VIN).

“Historical vehicle” means a vehicle that meets the qualifications for a historical vehicle and has been issued a historical vehicle license plate pursuant to CVC section 5004 and is operated or moved over the highway primarily for the purpose of historical exhibition or other historic vehicle club activities.

“Hubodometer” means a non-resettable device mounted on the axle of a vehicle that measures distance traveled that has a serial number and a lock-out feature that permanently prevents tampering.

“Hydrogen fuel-cell electric vehicle” or “FCEV” means a vehicle with an electric motor where energy for the motor is supplied by an electrochemical cell that produces electricity via the non-combustion reaction of hydrogen.

“Intermittent snow removal vehicle” means a vehicle that is equipped with a snow plow or snow blower mounting attachment and a control system for the plow or blower.

“Internal combustion engine vehicle” or “ICE vehicle” means a vehicle with a powertrain that includes an internal combustion engine that is powered by gasoline, diesel, natural gas, propane, or other fuel where the sole source of power is from the combustion of the on-board fuel to provide motive power.

“Lessee” has the same meaning as defined in CVC section 371.

“Manufacturer” means any entity or person who manufactures or assembles new yard tractors or on-road motor vehicles, or imports such yard tractors or on-road motor vehicles for resale, or who acts for and is under the control of any such person in connection with the distribution of yard tractors or new motor vehicles, but shall not include any dealer with respect to yard tractors or new motor vehicles received in commerce. In general, the term “manufacturer” includes any entity or person who manufactures or assembles an on-road vehicle, a yard tractor, a cab and chassis, or other incomplete on-road vehicle for sale in California, or otherwise introduces a yard tractor or new on-road motor vehicle into commerce in California. “Manufacturer” also includes any intermediate- or final-stage manufacturer who completes vehicle assembly prior to first purchase of the vehicle other than for resale. “Manufacturer” does not include entities or persons who supply parts to the importer or vehicle manufacturer of record.

“Mobile ZEV fueling provider” means an entity that provides the service of, or is engaged in the sale, rental, or lease of equipment for the purpose of, delivering hydrogen fuel or electricity directly from a mobile vehicle or portable equipment into another vehicle’s fuel tank or battery for other than the dispenser’s own consumption.

“Model year” means the production period as assigned by the manufacturer when certifying an engine or vehicle for sale, pursuant to title 17, CCR, section 95662(a)(16).

“Motor carrier” means the same as defined in CVC section 408.

“Motor vehicle” means the same as defined in CVC section 415.

“Near-zero-emissions vehicle” or “NZEV” means a vehicle as defined in title 13, CCR, section 1963(c)(16) that is capable of operating like a ZEV using electricity stored on-board the vehicle for a minimum number of miles, or “all-electric range”, as specified and tested in accordance with section 1037.150p(2)(ii) of “California Greenhouse Gas Exhaust Emission Standards and Test Procedures for 2014 and Subsequent Model Heavy-Duty Vehicles,” as last amended September 9, 2021, which is incorporated by reference herein.

“New vehicle” means a motor vehicle, the equitable or legal title to which has never been transferred to an ultimate purchaser.

“Notice to proceed” means a written direction to a vehicle manufacturer or entity that converts vehicles to ZEVs to commence production or conversion of a vehicle as provided in a contract.

“Pickup truck” means a vehicle originally manufactured as a complete vehicle with an open box-type bed that meets the definition set forth in CVC section 471. A “pickup truck” with a removable bed cover or camper shell installed is considered a “pickup truck” for the purpose of this article.

“Rated energy capacity” means the amount of electrical energy, in watt-hours (Wh), that can be extracted from a fully charged energy storage system, based on or derived from the results of testing or analysis procedures specified in section D., “California Standards and Test Procedures for New 2021 and Subsequent Model Heavy-Duty Zero-Emission Powertrains,” adopted June 27, 2019, which is incorporated by reference herein. The rated energy capacity includes the electrical energy of the battery pack that is not accessible due to a manufacturer-programmed decrease in energy capacity for battery pack protection.

“Removed from the California fleet” means a fleet owner no longer operates a vehicle in California on or after the date the vehicle meets one of the following conditions:

- (A) Is destroyed or scrapped; or
- (B) Is sold out of the fleet or transferred out-of-state.

"Responsible official" means either a principal executive officer, ranking elected official, or delegated representative of the State or local government agency.

"SAE J1667" means SAE Recommended Practice SAE J1667 "Society of Automotive Engineers (SAE) J1667 Recommended Practice Snap Acceleration Smoke Test Procedure for Heavy-Duty Powered Vehicles," as issued February 1996, which is incorporated herein by reference.

"Smoke opacity test" means a test of a vehicle's emissions for smoke opacity level conducted using the procedures specified in "Society of Automotive Engineers (SAE) J1667 Recommended Practice Snap Acceleration Smoke Test Procedure for Heavy-Duty Powered Vehicles".

"Standard rounding convention" means if the calculated value is not equal to a whole number, the value shall round up to the nearest whole number when the fractional part is equal to or greater than 0.5, and round down to the nearest whole number if the fractional part is less than 0.5.

"State or local government agency" means a city, county, public utility, special district, local agency or district, and any department, division, public corporation, or public agency of the State of California.

"Tractor" means an on-road vehicle meeting one of the following:

- (A) The definition of "tractor" in title 17, CCR, section 95662(a)(23); or
- (B) The definition of "vocational tractor" in title 17, CCR, section 95662(a)(27).

"Two-engine vehicle" means a specially constructed on-road mobile vehicle that was designed by the original equipment manufacturer to be equipped with two engines: one engine provides the primary source of motive power of the vehicle while the other engine is an auxiliary engine with 50 brake horsepower or greater that is permanently attached and integrated into the original design of the vehicle to perform a specific function, which may include providing auxiliary power to attachments, performing special job functions, or providing additional motive power. If

a vehicle was originally designed with the capability to have an auxiliary engine installed, but the auxiliary engine was installed by a person or entity other than the original equipment manufacturer, the vehicle still qualifies as a two-engine vehicle. Two-engine street sweepers are not included in this definition.

“Van” means a single unit vehicle configured with seats to transport passengers or with an enclosed space for the primary purpose of transporting cargo and equipment.

“Vehicle” means either a device as defined in CVC section 670, or is a yard tractor that is not intended for use on highways.

“Vehicle awaiting sale” means a vehicle in the possession of a dealer, financing company, a private party, or other entity that does not intend to operate the vehicle in California or offer the vehicle for hire for operation in California, and it is operated only to demonstrate functionality to potential buyers, to move short distances to make repairs, or for maintenance or storage. It also includes new vehicles when driven to be delivered to the fleet owner.

“Vehicle Identification Number” or “VIN” means an alphanumeric code that has been permanently assigned by the manufacturer to a vehicle.

“Vehicle purchase” or “purchase” means an action wherein a fleet owner has placed an order to acquire the legal or equitable title to a vehicle or to convert a vehicle to a ZEV; or entered into a lease agreement with a contract term of one year or more. The action taken must be for immediate delivery or installation and the purchaser must have already paid for or entered into a binding agreement with an authorized dealer, entity who converts vehicles to ZEVs, third party, or manufacturer to pay for the vehicle or conversion. A vehicle purchase does not include renewing a lease agreement for a vehicle already in the California fleet. A vehicle purchase includes when the fleet owner has executed any one of the following:

- (A) Identified, committed, and encumbered funds and executed a written notice to proceed to a manufacturer, authorized dealer, or entity who converts vehicles to ZEVs to begin production of the vehicle either:
 - 1. Under a previously entered purchase contract; or
 - 2. To execute a contract option.

- (B) A written purchase agreement between a fleet owner and the manufacturer, authorized dealer, or entity who converts vehicles to ZEVs that specifies the date when the work to manufacture or convert the vehicle is to proceed;
- (C) A written purchase agreement between a fleet owner and another party for the purchase and immediate delivery of a used vehicle;
or
- (D) A signed, written lease agreement between a fleet owner and the manufacturer or authorized dealer for a new vehicle to be placed in service in the California fleet for a contract term of one year or more.

“Weight class” means the category of a vehicle’s GVWR as specified below:

- (A) “Light-duty” means a vehicle with a GVWR less than or equal to 8,500 lbs.
- (B) “Class 2b” means a vehicle with a GVWR greater than 8,500 lbs. and less than or equal to 10,000 lbs.
- (C) “Class 3” means a vehicle with a GVWR greater than 10,000 lbs. and less than or equal to 14,000 lbs.
- (D) “Class 4” means a vehicle with a GVWR greater than 14,000 lbs. and less than or equal to 16,000 lbs.
- (E) “Class 5” means a vehicle with a GVWR greater than 16,000 lbs. and less than or equal to 19,500 lbs.
- (F) “Class 6” means a vehicle with a GVWR greater than 19,500 lbs. and less than or equal to 26,000 lbs.
- (G) “Class 7” means a vehicle with a GVWR greater than 26,000 lbs. and less than or equal to 33,000 lbs.
- (H) “Class 8” means a vehicle with a GVWR greater than 33,000 lbs.

“Yard tractor” means a vehicle that has a movable fifth wheel that can be elevated and is used in moving and spotting trailers and containers at a location or facility. Yard tractors are also commonly known as yard goats, hostlers, yard dogs, trailer spotters, or jockeys.

“Zero-emissions powertrain” has the same definition as title 13, CCR, section 1956.8(j)(27).

“Zero-emissions vehicle” or “ZEV” means a vehicle with a zero-emissions powertrain that produces zero exhaust emission of any criteria pollutant (or precursor pollutant) or greenhouse gas under any possible operational modes or conditions.

“ZEV fueling infrastructure” means a fueling system that provides the appropriate fuel type to power a ZEV (e.g., electric charging infrastructure or cryogenic fueling tank and dispenser).

- (c) Exemptions. The following vehicles are exempt from the requirements specified in sections 2013 through 2013.4:
 - (1) School buses as defined in CVC section 545(a);
 - (2) Military tactical vehicles as described in title 13, CCR, section 1905;
 - (3) Vehicles awaiting sale;
 - (4) Emergency vehicles as defined in CVC section 165;
 - (5) Historical vehicles;
 - (6) Dedicated snow removal vehicles;
 - (7) Two-engine vehicles;
 - (8) Heavy cranes as defined in title 13, CCR, section 2021(b)(16);
 - (9) Transit vehicles subject to the Innovative Clean Transit regulations commencing with title 13, CCR, section 2023; and
 - (10) Vehicles that are subject to the Zero-Emission Airport Shuttle regulations of title 17, CCR, sections 95690.1, 95690.2, 95690.3, 95690.4, 95690.5, 95690.6, 95690.7, and 95690.8.
- (d) General Requirements. Beginning January 1, 2024, fleet owners must comply with the schedules specified in subsections (1) or (2) below. The fleet owner may alternately elect to comply with the ZEV Milestones Option commencing with title 13, CCR, section 2015.2 as described in section 2013(e). Renewing a vehicle lease for a vehicle that is already in the California fleet shall not be considered as a vehicle purchase for the California fleet.

- (1) Except as specified in section 2013(d)(2), fleet owners must purchase ZEVs, or NZEVs as specified in section 2013(f), for their California fleet in accordance with the following schedule:
 - (A) Starting January 1, 2024, 50 percent of the total number of vehicle purchases for the California fleet in each calendar year must be ZEVs; and
 - (B) Starting January 1, 2027, 100 percent of the total number of vehicle purchases for the California fleet in each calendar year must be ZEVs.
- (2) A State or local government agency that meets any one of the following criteria must meet the requirements specified in section 2013(d)(1)(B) and are not subject to the requirements specified in section 2013(d)(1)(A): its jurisdiction is solely in a designated low population county; it owns, leases, or operates ten or fewer vehicles in the California fleet, as specified in section 2013(k); or its jurisdiction or service area is split between a designated low population county and a non-designated county and at least 90 percent of the service area in square miles is in the designated low population county.
- (e) ZEV Milestones Option Flexibility. Until January 1, 2030, in lieu of complying with the requirements of sections 2013, 2013.1, 2013.2, 2013.3, and 2013.4, fleet owners may instead elect to permanently comply with the ZEV Milestones Option of title 13, CCR, section 2015.2. If choosing to use this option, fleet owners must comply with all of the requirements otherwise applicable to federal government fleets specified in title 13, CCR, sections 2015, 2015.2, 2015.3, 2015.4, 2015.5, and 2015.6. The fleet owner must also report their intention to use this option as specified in section 2013.2(c)(1)(I). After electing to use this option, fleet owners are no longer subject to and may not switch back to the State or local government fleet requirements specified in sections 2013, 2013.1, 2013.2, 2013.3, and 2013.4.
- (f) NZEV Flexibility. 2035 and earlier model year NZEVs are counted the same as ZEVs for purposes of determining compliance with this article, except as specified in sections 2013.1(b) and 2013.1(d).
- (g) Rounding. If the calculated required minimum number of ZEV purchases as set forth in section 2013(d) does not result in a whole number, then fleet owners must use the "standard rounding convention" as defined in section 2013(b).

- (h) ZEV Accounting. Each ZEV may be counted only once as long as the vehicle remains in the fleet to count towards compliance with the ZEV purchase requirement for a given calendar year.
- (i) Early ZEV Purchases. ZEV purchases for the California fleet made before the deadlines or in excess of the amounts required in section 2013(d) count towards future ZEV purchase requirements as long as the ZEV is still active in the fleet. Each early or excess ZEV purchase counts toward a future requirement only once per the accounting requirements in section 2013(h).
- (j) Requirement to Hire Compliant Fleets. Any hiring entity that is subject to this section as specified in section 2013(a)(3) must:
 - (1) Verification of Compliance. For each calendar year, verify that each fleet it hires or dispatches to operate in California is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet. Alternatively, for each calendar year that an entity hires a fleet to operate in California that is not listed on the CARB Advanced Clean Fleets webpage as a compliant fleet, it must obtain a signed statement from the fleet owner stating their fleet is not subject to the High Priority and Federal Fleets regulations in title 13, CCR, sections 2015 through 2015.6 and the State and Local Government Fleets regulations in title 13, CCR, sections 2013 through 2013.4.
 - (2) Disclosure of Regulation Applicability. Provide the following disclosure in writing to the hired fleet either in the hiring contract or agreement or as an addendum to the hiring contract or agreement: "Vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>."
 - (3) Comply with the recordkeeping requirements specified in section 2013.3(g).
- (k) Joint Compliance Option. Individual departments, divisions, districts, subsidiaries, or agencies under the same state or local government agency's jurisdiction have the option to comply jointly instead of complying independently if the combined California fleet meets the requirements of this article. The California Department of General Services may comply jointly for all

State agency fleets under its jurisdiction and must exclude vehicles in subdivisions that opt to comply separately. If such departments, divisions, districts, subsidiaries, or agencies elect to utilize this compliance option and then subsequently do not fully comply with the applicable requirements of section 2013(d), each of the participating entities must then demonstrate compliance with the requirements of section 2013(d) on an individual basis. Fleet owners choosing to use this option must meet the reporting requirement specified in section 2013.2(d). Fleet owners may comply jointly even if one or more individual subdivisions opt into the ZEV Milestones Option as specified in section 2013(e).

- (l) **Order Cancellations.** If a fleet owner cancels a notice to proceed, a purchase agreement, or a leasing contract for a ZEV at any time before the vehicle is delivered, the purchase will not count towards required ZEV purchases for the California fleet. If a vehicle manufacturer cancels a purchase agreement for ZEVs at any time before the vehicle is delivered for reasons beyond the control of the fleet owner, the fleet owner must secure another purchase agreement for ZEVs no later than one year after the cancellation. Fleet owners must submit a copy of the manufacturer cancellation notice within 30 calendar days of the cancellation and must submit the new ZEV purchase agreement within 30 calendar days of placing the order to TRUCRS@arb.ca.gov to maintain compliance. In the event there is no available ZEV of the needed configuration to purchase, the fleet owner may request the ZEV Purchase Exemption specified in section 2013.1(d).
- (m) **Compliance Date.** Beginning January 1, 2024, annual compliance with the ZEV purchase requirements is determined on January 1 of each calendar year.
- (n) **Exemptions and Extensions.** Fleet owners complying with section 2013(d) may utilize the following exemptions and extensions if the specified criteria are met:
 - (1) **Backup Vehicle Exemption.** Fleet owners may purchase a new or used ICE vehicle and exclude it from the ZEV purchase requirement specified in section 2013(d) if the vehicle is designated as a backup vehicle as specified in section 2013.1(a).
 - (2) **Daily Usage Exemption.** Fleet owners may request an exemption from the ZEV purchase requirements of section 2013(d) to purchase a new ICE vehicle. Fleet owners must request and obtain this exemption pursuant to the criteria specified in section 2013.1(b) no earlier than when the model year of the ICE vehicle being replaced reaches 13 years old.

- (3) ZEV Infrastructure Delay Extension. Fleet owners may request a temporary extension to count an ICE vehicle being replaced as a ZEV purchase when determining compliance with the ZEV purchase requirements of section 2013(d). The fleet owner must request and obtain the extension pursuant to the criteria specified in section 2013.1(c) no earlier than when the model year of the ICE vehicle being replaced reaches 13 years old.
- (4) ZEV Purchase Exemption. Fleet owners must use the exemption in section 2013.1(d)(1) or request the exemption in section 2013.1(d)(2) no earlier than when the model year of the ICE vehicle being replaced reaches 13 years old.
 - (A) ZEV Purchase Exemption List. Fleet owners shall receive an exemption from the ZEV purchase requirements specified in section 2013(d) to purchase a new ICE vehicle pursuant to the criteria specified in section 2013.1(d)(1).
 - (B) ZEV Purchase Exemption Application. Fleet owners may request and obtain an exemption from the ZEV purchase requirements specified in section 2013(d), pursuant to the criteria specified in section 2013.1(d)(2), to purchase a new ICE vehicle.
- (5) Mutual Aid Assistance. Fleet owners may request an exemption from the ZEV purchase requirements specified in section 2013(d) to purchase new ICE vehicles. Fleet owners must request and obtain this exemption pursuant to the criteria specified in section 2013.1(e). ICE vehicles purchased pursuant to a granted exemption may operate as part of the regular California fleet and are not restricted solely to mutual aid functions.
- (6) Intermittent Snow Removal Vehicles. Fleet owners shall receive an exemption from the ZEV purchase requirements specified in section 2013(d) until January 1, 2030, for intermittent snow removal vehicles. Fleet owners may request the Executive Officer designate vehicles added to the California fleet prior to January 1, 2030, as intermittent snow removal vehicles pursuant to the criteria in section 2013.2(k).

- (7) Non-repairable Vehicles. Fleet owners that need to temporarily replace a vehicle due to an accident or other onetime event due to circumstances beyond the fleet owner's control, such as fire or catastrophic failure, that damages both the engine and vehicle such that the vehicle is not repairable may request and obtain an exemption from the ZEV purchase requirements specified in section 2013(d). If approved, they may purchase a used ICE vehicle of the same configuration and with an engine with the same or newer model year as the non-repairable vehicle no later than 180 calendar days from the date the vehicle became non-repairable. Fleet owners must report the replacement vehicle within 30 calendar days of adding it to the California fleet as specified in section 2013.2 and keep records for both vehicles as specified in section 2013.3(k). To apply, fleet owners must submit the following information and documentation to TRUCRS@arb.ca.gov prior to adding the used vehicle to the California fleet:
- (A) A copy of a police report, statement from the insurance company, or signed attestation from a fleet owner's governing board indicating the vehicle is non-repairable;
 - (B) The VIN of the non-repairable vehicle;
 - (C) The following clear and legible digital photographs of the replacement used vehicle:
 - 1. VIN/GVWR label (typically located on the driver side door or door jamb);
 - 2. License plate with driver side of the vehicle visible;
 - 3. Entire left side of the vehicle with doors closed showing the vehicle's body configuration; and
 - 4. Entire right side of the vehicle with doors closed showing the vehicle's body configuration.
- (o) Reporting and Recordkeeping Requirement. Beginning January 1, 2024, fleet owners must meet reporting requirements as specified in section 2013.2 and keep and provide records as specified in section 2013.3.
- (p) Vehicles Acquired with Incentive Funds. Beginning January 1, 2024, if a fleet owner receives California State-provided incentive funding for ZEVs or NZEVs and the funding program guidelines specify that any vehicles acquired with such funds cannot be used to determine compliance with the general requirements

section of 2013(d), any vehicle acquired with such funds will not be counted as a compliant vehicle during the funding contract period. The fleet owner must meet the reporting requirements specified in section 2013.2(c)(2)(M).

- (q) Certificate of Reported Compliance and Compliant Fleet List. If the requirements specified in sections 2013 through 2013.4 are met and the required reporting is received to demonstrate compliance, the fleet owner will be provided with a Certificate of Reported Compliance. The CARB Advanced Clean Fleets webpage will list the CARB-issued ID number, motor carrier number if applicable, fleet name, and whether the fleet is recognized as a "ZEV Fleet" per title 13, CCR, section 2015(p) for compliant fleets that have received a Certificate of Reported Compliance. Fleets that do not comply will not be listed.
- (r) Sales Disclosure of Regulation Applicability. Any person subject to this article selling a vehicle subject to this article must provide the following disclosure in writing to the purchaser on or with the bill of sale, sales contract addendum, or invoice: "A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>."
- (s) ICE Vehicle Purchases. Any new ICE vehicle purchased for the California fleet on or after January 1, 2024, must be certified to the California emissions standards and emissions related requirements applicable to that vehicle. Any used ICE vehicle purchased must have a 2010 or newer model year engine.
- (t) Transit Agency Exemption. Transit agencies subject to the Innovative Clean Transit regulations commencing with title 13, CCR, section 2023 are not subject to any section of this article until January 1, 2030.

Note: Authority cited: Sections 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104, Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214, Health and Safety Code.

Adopt Section 2013.1 of title 13, California Code of Regulations, to read as follows:

§ Section 2013.1. State and Local Government Fleet Exemptions.

Fleet owners may request the following exemptions or extensions if their California fleets comply with all applicable requirements. Fleet owners requesting or utilizing any exemptions or extensions must meet applicable reporting and recordkeeping requirements for each exemption or extension as specified in sections 2013.2 and 2013.3. Any exemptions or extensions granted to a fleet owner are not transferrable to another fleet owner. The Executive Officer will respond to exemption or extension requests as specified in section 2013.2(i).

- (a) Backup Vehicle Exemption. Fleet owners may designate vehicles as backup vehicles during the March reporting period as specified in section 2013.2(b) and renew such designations annually only if the criteria in (1) and (2) below are satisfied:
 - (1) The vehicle is operated less than 1,000 miles per year excluding any mileage travelled while performing emergency operations in support of a declared emergency event; and
 - (2) The fleet owner must report the vehicle as a backup vehicle and must submit odometer readings as specified in section 2013.2(f).
 - (3) Backup vehicles that no longer meet the criteria specified in (1) and (2) above cannot be operated in California and must be removed from the California fleet if the fleet is out of compliance with section 2013(d).
- (b) Daily Usage Exemption. Fleet owners may request an exemption as specified in section 2013(n)(2) to purchase a new ICE vehicle of the same configuration as an ICE vehicle being replaced as specified in section 2013.1(b)(1) if no new BEV is available to purchase that can meet the demonstrated daily usage needs of any existing vehicles of the same configuration in the fleet, as determined by the criteria specified in section 2013.1(b)(2) through (5). If approved, fleet owners must place their new ICE vehicle orders within one year from the date the exemption is granted. Fleet owners may request this exemption only if at least ten percent of their California fleet is comprised of ZEVs or NZEVs. The Executive Officer will not approve exemption requests for a vehicle configuration that is available to purchase as: an NZEV; an FCEV; a Class 7 or 8 BEV tractor or BEV three-axle bus with a rated energy capacity of at least 1,000 kilowatt-hours; a Class 4 through 6 BEV with a rated energy capacity of at least 325 kilowatt-hours; or a Class 7 or 8 BEV that is not a tractor or three-axle bus with a rated energy capacity of at least 450 kilowatt-hours. The fleet owner must submit the following information by email to TRUCRS@arb.ca.gov to apply:

- (1) Submit the make, model, weight class, configuration, and a photograph of the ICE vehicle to be replaced.
- (2) Identify the BEV that is available to purchase in the same weight class and configuration with the highest rated energy capacity available. Submit the make, model, weight class, configuration, and rated energy capacity of the identified BEV.
- (3) Calculate the range of the vehicle identified in section 2013.1(b)(2) in miles by dividing the rated energy capacity of the identified BEV by the following factors: for Class 2b through 3 vehicles, 0.6 kilowatt-hours per mile; for Class 4 through 6 vehicles, 1.3 kilowatt-hours per mile; for Class 7 and 8 vehicles that are not tractors, 1.8 kilowatt-hours per mile; for Class 7 and 8 tractors, 2.1 kilowatt-hours per mile. For vehicles that operate truck-mounted or integrated equipment while stationary, in lieu of calculating the needed rated energy capacity based on vehicle miles travelled, the needed rated energy capacity is the same as the measured BEV energy use specified in section 2013.1(b)(3)(A). Submit the calculation and results.
 - (A) In lieu of calculating range as specified in section 2013.1(b)(3), fleet owners may instead submit measured BEV energy use data from BEVs of the same configuration already operated on similar daily assignments to substantiate their exemption request. Information must include vehicle loading and weight data, route grade, average ambient daily temperature, vehicle miles travelled per day, energy used to drive, and state of charge at the beginning and end of the daily shift to show typical daily energy usage for the BEV, over five consecutive business days. For vehicles that operate truck-mounted or integrated equipment while stationary, the information must also include the energy used while stationary and number of hours such truck-mounted or integrated equipment is operated each day.
- (4) Submit a daily usage report for a period of at least 30 consecutive workdays from within the last 12 months using telemetry data or other data collection system that tracks daily mileage and energy use, and hours of vehicle operation if applicable, for all ICE vehicles of the same weight class and configuration of the vehicle to be replaced. Fleet owners that have a mutual aid agreement to send vehicles to assist other entities during a declared emergency event may alternatively submit this report from within the last 60 months. The report must include the daily miles traveled and energy used to drive for each ICE vehicle of the same

weight class and configuration of the vehicle to be replaced. Identify the lowest mileage reading for each day and exclude the three highest readings. For the exemption to be granted, the highest remaining mileage or energy use number must be greater than the range calculated in 2013.1(b)(3) or the energy use data submitted per section 2013.1(b)(3)(A).

- (A) For vehicles that operate truck-mounted or integrated equipment while stationary, the daily usage report must include the energy used while stationary and number of hours such truck-mounted or integrated equipment is operated each day, for at least 30 consecutive workdays from within the last 12 months.
- (5) Submit a description of the daily assignments or routes used by existing vehicle configurations with an explanation of why all BEVs available to purchase of the same weight class and configuration cannot be charged or fueled during the workday at the depot, within one mile of the routes, or where ZEV fueling infrastructure is available. The explanation must include a description of why charging could not be managed during driver rest periods or breaks during the workday.
- (6) In granting or denying the exemption request, the Executive Officer will rely on the information submitted by the applicant and utilize their good engineering judgement to determine whether the information meets the criteria specified in section 2013.1(b).
- (c) ZEV Infrastructure Delay Extension. Fleet owners may request the following extensions as specified in section 2013(n)(3) if they experience delays due to circumstances beyond their control on a project to install ZEV fueling infrastructure. Fleet owners may only request the following extensions for ICE vehicles being replaced at the site experiencing the delay. These extensions also apply for locations where the fleet owner has entered into a contract of one year or longer to charge or fuel their ZEVs at a single location prior to beginning the infrastructure project. The fleet owner must request the following extensions at least 45 calendar days prior to the next applicable compliance date for CARB to consider the request.
 - (1) ZEV Infrastructure Construction Delays. Fleet owners may request this extension if they experience a construction delay due to circumstances beyond their control. The Executive Officer will grant an extension for up to two years, beginning on the applicable compliance date for the number of vehicles that qualify for the extension, per project, if they determine the fleet owner meets the criteria specified below. The fleet

owner must submit the documents specified in subsections (A) through (D) below the following by email to TRUCRS@arb.ca.gov to apply:

- (A) Documentation showing the executed contract for the ZEV fueling infrastructure installation including a construction permit indicating the permit issuance date is at least one year prior to the next applicable compliance deadline.
- (B) Documentation showing the delay is a result of any of the following circumstances that occurred after the fleet owner obtained the construction permit identified in section 2013.1(c)(1)(A): change of a general contractor; delay in manufacture and shipment of ZEV fueling infrastructure equipment; delays obtaining power from a utility; delays due to unexpected safety issues on the project; discovery of archeological, historical, or tribal cultural resources described in the California Environmental Quality Act, Public Resources Code division 13, section 21000 et. seq.; or natural disasters.
- (C) A letter to CARB from the responsible official explaining the reason for the delay, why retail ZEV fueling infrastructure cannot be used, the estimated completion date of the project, and documentation supporting the reason for the delay from the licensed contractor performing the work, related utility, building department, or other organization involved in the project.
- (D) Documentation showing the executed ZEV purchase agreement.
- (E) In granting or denying the extension request, the Executive Officer will rely on the information submitted by the applicant and utilize their good engineering judgement to determine whether the information meets the criteria in section 2013.1(c)(1).

- (2) ZEV Infrastructure Site Electrification Delays. Until January 1, 2030, fleet owners may request this extension if their electric utility provider determines it cannot provide the requested power to the site where ZEVs will be charged or refueled before the fleet's next ZEV compliance deadline. The Executive Officer will grant an extension for the time-period specified in section 2013.1(c)(2)(A) and number of vehicles specified in section 2013.1(c)(2)(B) if they determine the fleet owner satisfies the criteria for this delay, based on the information submitted below and the exercise of their good engineering judgment. The fleet owner must meet the criteria specified in subsections (A) and (B) and submit the documentation or information specified in subsection (C) below by email to TRUCRS@arb.ca.gov to apply:
- (A) Site Electrification Delay Time Period. Fleet owners may request an initial extension for a period of up to three years to align the estimated ZEV delivery date with the amount of time the utility determines it needs to supply the needed power to the site. Fleet owners can request an additional two-year extension if the utility still cannot supply the needed power by the end of any granted initial extension period. To renew the initial extension, a fleet owner must submit updated supporting documentation at least 45 calendar days prior to the expiration of the initial extension period.
- (B) Number of Extensions. A fleet owner may request an extension for the number of ZEVs for which, based on information submitted in section 2013.1(c)(2)(C), the utility cannot supply sufficient power. The fleet owner must deploy the maximum number of ZEVs needed to meet its compliance obligations and that can be supported by the utility, and must deploy any additional ZEVs that can be supported by utility upgrades to the site's electrical capacity each calendar year during the delay until the project is complete to maintain the extension.
- (C) The fleet owner must submit all of the following information by email to TRUCRS@arb.ca.gov to request this extension:
1. A copy of the application submitted to the utility requesting site electrification that is consistent with the number of ZEVs the fleet owner must deploy each calendar year to meet their compliance requirements during the requested extension period.

2. The utility's response showing that the project will take longer than a year, and the executed utility contract. If a utility is unable or unwilling to execute a contract, a fleet owner must submit the initial contract or application requesting site electrification to the utility, and a signed attestation from the utility stating they will proceed with the project.
 3. Documentation indicating the reason for the delay, an estimated delivery date provided by the manufacturer for the ZEV replacing an ICE vehicle at the site, an estimate provided by the utility of the available electrical capacity the utility can supply to the site within one year of the extension request and for each year of the requested delay, in kilowatts, and estimated project completion date.
 4. Information about the ZEV fueling infrastructure equipment that can be installed consistent with the utility's capacity estimate and the associated number, configuration, and weight class of the ZEVs that can be supported by such equipment within one year of the extension request and for each year of the requested extension. The information must include:
 - a. The number, type, and rated capacity for chargers in kilowatts; or
 - b. For hydrogen stations, dispensing capacity in kilograms per day and the electrical demand in kilowatts.
 5. Fleet owners with multiple sites where vehicles are domiciled must submit a copy of each site's infrastructure capacity evaluation from the utility or a third-party licensed professional electrical engineer with the information required to be submitted in sections 2013.1(c)(2)(C)3. and 4..
- (D) In granting or denying the extension request, the Executive Officer will rely on the information submitted by the applicant and utilize their good engineering judgement to determine whether the information meets the criteria in section 2013.1(c)(2).

- (d) ZEV Purchase Exemptions. Fleet owners may request exemptions as specified in section 2013(n)(4) to purchase a new ICE vehicle if a needed configuration is not available to purchase as a ZEV or NZEV under either the ZEV Purchase Exemption List of section 2013.1(d)(1) or the ZEV Purchase Exemption Application of section 2013.1(d)(2).
- (1) ZEV Purchase Exemption List. The Executive Officer will establish and maintain a list of vehicle configurations on the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets> no later than January 1, 2025. That list will specify vehicle configurations that are not available to purchase as ZEVs or NZEVs and the date the exemption expires for listed configurations determined to be available to purchase as specified in section 2013.1(d)(2)(G). The list will include the configurations specified in section 2013.1(d)(1)(A). The Executive Officer will rely on the information submitted and gathered in section 2013.1(d)(2) and utilize their good engineering and business judgement to determine if the information establishes that the criteria in sections 2013.1(d)(2)(C) through (G) are met when determining whether to add a vehicle configuration to the list or to identify the expiration date for a vehicle configuration on the list. The list will not include the following configurations: pickups, any buses, box trucks, vans, or any tractors. Fleet owners may purchase a new ICE vehicle of the same configuration and weight class as one on the list as specified in section 2013(n)(4), report the purchase as specified in section 2013.2(g), and keep records as specified in section 2013.3(e), and CARB will recognize that vehicle as having met the criteria for the exemption.
- (A) Configurations List. The list will include the following vehicle configurations: Bucket truck, boom truck, dump truck, flatbed truck, stake bed truck, front-loader refuse compactor truck, side-loader refuse compactor truck, rear-loader refuse compactor truck, refuse roll-off truck, service body truck, street sweeper, tank truck, tow truck, water truck, car carrier truck, concrete mixer truck, concrete pump truck, crane, drill rig, vacuum truck.

- (2) ZEV Purchase Exemption Application. Fleet owners may request an exemption as specified in section 2013(n)(4) to purchase a new ICE vehicle of the same configuration as an ICE vehicle being replaced as specified in section 2013.1(d)(2)(A)1. If approved, fleet owners must place their new ICE vehicle orders within 1 year from the date the exemption is granted. The fleet owner must submit information specified in (A) and (B) below by email to TRUCRS@arb.ca.gov. The Executive Officer will rely on the information submitted in sections 2013.1(d)(2)(A) and (B) and their good engineering and business judgement to determine if the information establishes that the criteria specified in sections 2013.1(d)(2)(C) through (G) are met:
- (A) Fleet owners must submit the following information about the vehicle configuration needed:
1. Make, model, weight class, configuration, whether the vehicle has a crew cab, cabover, or all-wheel drive, and clear and legible photographs of the entire left and right sides of the vehicle with doors closed showing the vehicle's body configuration, for an existing ICE vehicle being replaced in the fleet;
 2. A list of any frame attachments other than the body itself necessary to support or perform the primary intended function of the vehicle. Examples of frame attachments include rail wheels and stabilizing outriggers; and
 3. The make and model of the body equipped on the vehicle, if applicable.
- (B) Fleet owners must also submit documentation from two or more manufacturers that offer ZEV or NZEV chassis, or complete ZEVs or NZEVs, that states the manufacturer does not offer for sale ZEV or NZEV chassis, or complete ZEVs or NZEVs, of the needed configuration submitted in section 2013.1(d)(2)(A). If there are no manufacturers offering ZEV chassis, the statements can come from other vehicle manufacturers.

- (C) After receiving a complete submission, the Executive Officer shall rely on information gathered from fleet owners or manufacturers, including information gathered to comply with other CARB-administered programs, manufacturer websites, manufacturer documentation, authorized dealers, CARB-issued Executive Orders, and their good engineering and business judgement to determine whether the configuration is available for purchase as a ZEV or NZEV from any manufacturer, and whether the identified body submitted in section 2013.1(d)(2)(A)3. or a body from another manufacturer that can perform the same primary intended function can be installed on the offered ZEV or NZEV. If the Executive Officer does not have sufficient information to make the determination, they shall solicit public feedback regarding the information submitted by the fleet owner specified in section 2013.1(d)(2)(A) from vehicle manufacturers and authorized dealers on the CARB Advanced Clean Fleets webpage, available at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>, to assist in making the determination.
- (D) The Executive Officer shall consider an offered ZEV or NZEV available to purchase if all of the following criteria are met:
1. If applicable, the manufacturer has certified the ZEV's powertrain with CARB in accordance with the "California Standards and Test Procedures for New 2021 and Subsequent Model Heavy-Duty Zero-Emission Powertrains," as adopted June 27, 2019, which is incorporated by reference herein;
 2. ZEVs or NZEVs offered have a model year 18 months or less from the date the fleet owner submitted the complete exemption request;
 3. ZEV or NZEV configuration is not solely for demonstration, test, or experimental purposes;
 4. ZEVs or NZEVs are not offered as a temporary placeholder for a vehicle that may or may not be offered for sale in the future; and

5. ZEVs or NZEVs do not conflict with safety standards that the fleet owner is subject to, if applicable, as prescribed under title 8, CCR, by the California Department of Industrial Relations, Division of Occupational Safety and Health, comparable federal or state health and safety laws where the vehicle operates, or federal highway safety laws. The fleet owner must identify which of these safety laws or standards would be in conflict and for what reasons in their application.
- (E) If the Executive Officer identifies any manufacturer or authorized dealer that offers for sale a ZEV or NZEV chassis, or complete ZEV or NZEV in the same or next higher weight class, except for Class 8 vehicles which must only be in the same weight class, in the needed configuration, with the needed frame attachments, and on which the identified body submitted in section 2013.1(d)(2)(A) or an equivalent body from another manufacturer or authorized dealer that can perform the same primary intended function can be installed, the Executive Officer will supply the manufacturer or authorized dealer name to the fleet owner applicant, deny the exemption request, and remove the vehicle configuration from the ZEV Purchase Exemption List pursuant to section 2013.1(d)(2)(G).
 - (F) If the Executive Officer cannot identify any manufacturer that offers a ZEV or NZEV chassis, or complete ZEV or NZEV for sale in the needed configuration and weight class, the vehicle configuration will be added to the ZEV Purchase Exemption List specified in section 2013.1(d)(1).

- (G) The Executive Officer will rely on information gathered from fleet owners or manufacturers, including information gathered to comply with other CARB-administered programs, manufacturer websites, manufacturer documentation, authorized dealers, CARB-issued Executive Orders, and their good engineering and business judgement to determine whether any vehicle configuration listed on the ZEV Purchase Exemption List specified in section 2013.1(d)(1) no longer meets the criteria specified in section 2013.1(d)(2)(C) through (G). If such a determination is made, on the Advanced Clean Fleets website, the Executive Officer will notify the public of the determination by posting the vehicle configuration, weight class, and exemption expiration date on and after which the vehicle will no longer be eligible to purchase as an ICE vehicle from the ZEV Purchase Exemption List, which shall be the first day of the month after 180 calendar days after posting the determination.
 - (H) The Executive Officer will notify the fleet owner by email whether the exemption has been approved within 45 calendar days from the date a complete application is received. If the Executive Officer does not respond within this timeframe, the exemption will be deemed approved.
 - (I) Fleet owners whose exemption request has been granted must comply with the reporting and recordkeeping requirements specified in sections 2013.2(g) and 2013.3(e).
- (e) Mutual Aid Assistance. Fleet owners may request this exemption as specified in section 2013(n)(5) to purchase new ICE vehicles. The total number of new ICE vehicles allowed to be purchased under this exemption must not exceed 25 percent of the total number of vehicles in the fleet owner's California fleet in the calendar year the exemption is approved, less the number of ICE vehicles already in the fleet purchased pursuant to a granted exemption. Fleet owners must have a mutual aid agreement to send vehicles to assist other entities during a declared emergency event to apply. The California fleet must be comprised of ZEVs in the following minimum proportions to apply: at least 25 percent until January 1, 2032; 50 percent until January 1, 2035; and 75 percent thereafter. This exemption does not apply to pickup trucks, buses, box trucks, vans, tractors, or any vehicle configurations available to purchase as NZEVs. The Executive Officer will rely on the information submitted in sections 2013.1(e)(1) through (5) and their good engineering judgment in determining whether the information establishes that the criteria in 2013.1(e)(2) and (3) are met. The fleet

owner must submit all of the following by email to TRUCRS@arb.ca.gov to apply:

- (1) The make, model, weight class, configuration, and a photograph of the needed ICE vehicle;
- (2) Documentation from each manufacturer offering ZEVs for sale of the same configuration and weight class as the ICE vehicle identified in section 2013.1(e)(1) describing the charging or fueling connector and charging or fueling time capability;
- (3) Documentation from three mobile ZEV fueling providers, with mobile fueling options that are compatible with the vehicle's charging or hydrogen fueling connector and system identified in section 2013.1(e)(2) to show the ZEV cannot be refueled from 10 to 80 percent of the ZEV's rated energy capacity within one hour. If less than three mobile ZEV fueling providers have compatible mobile fueling options for the ZEV, documentation must be submitted from all mobile ZEV fueling providers that do have compatible mobile fueling options;
- (4) A copy of the mutual aid agreement in effect with other entities to assist with affected vehicles during declared emergency events; and
- (5) A letter to the Executive Officer that has an explanation of the reason for the exemption request.

Note: Authority cited: Sections 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104, Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214, Health and Safety Code.

Adopt Section 2013.2 of title 13, California Code of Regulations, to read as follows:

§ Section 2013.2. State and Local Government Fleet Reporting.

- (a) Method of Reporting. Reports submitted to comply with sections 2013 through 2013.4 must be submitted online through the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets> in the TRUCRS reporting system, except exemption or extension requests requiring documentation to be submitted via TRUCRS@arb.ca.gov.

- (b) Reporting Deadline and End Date. Except as specified in section 2013.2(e), no later than April 1 of each year until April 1, 2045, fleet owners must annually submit a compliance report that includes all of the information specified in section 2013.2 for their California fleet as it is composed as of January 1 of the corresponding calendar year. The initial report must be submitted by April 1, 2024. The annual reporting period is during the month of March.
- (c) Fleet Reporting. Fleet owners must report all of the following:
 - (1) State or local government agency information.
 - (A) State or local government agency name or, if applicable, subdivision name;
 - (B) State or local government agency 's physical and mailing addresses;
 - (C) Designated contact person name;
 - (D) Designated contact person phone number;
 - (E) Designated contact person email;
 - (F) The following operating authority numbers, if applicable: motor carrier identification number, United States Department of Transportation number, California Carrier Identification number, California Public Utilities Commission transportation charter permit number, International Registration Plan number;
 - (G) Identify the jurisdiction (state, county name, city name, or other local government);
 - (H) Name of the responsible official; and
 - (I) Whether the fleet owner will permanently opt-in to the ZEV Milestones Option of title 13, CCR, section 2015.2 as described in section 2013(e) and no longer be subject to the requirements specified in sections 2013, 2013.1, 2013.2, 2013.3, and 2013.4.
 - (2) Vehicle Information. The fleet owner must report the following information for each vehicle in the California fleet:
 - (A) VIN;
 - (B) Vehicle make and model;

- (C) Vehicle model year;
 - (D) Vehicle license plate number and state or jurisdiction of issuance;
 - (E) Vehicle GVWR (Greater than 8,500 lbs. and equal to or less than 14,000 lbs., greater than 14,000 lbs. and equal to or less than 26,000 lbs., or greater than 26,000 lbs.);
 - (F) Vehicle body type;
 - (G) Fuel and powertrain type;
 - (H) Date vehicle purchase was made;
 - (I) Date vehicle was added to or removed from the California fleet;
 - (J) Whether the vehicle will be designated under or was purchased pursuant to any exemption or extension specified in section 2013.1;
 - (K) Odometer, or if applicable, hubodometer readings for vehicles as specified in section 2013.2(f);
 - (L) Engine family and engine model year for any vehicles added to the California fleet after January 1, 2024;
 - (M) Funding contract start and end date for vehicles purchased with California State-funding if the vehicle is to be excluded during the funding contract period as specified by the funding program; and
 - (N) ZEV Purchase Reporting. Fleet owners that are replacing a vehicle pursuant to the ZEV Purchase Exemption specified in section 2013.1(d) must identify which vehicle is being replaced.
- (d) Joint Compliance Reporting. If an agency chooses to comply jointly as specified in section 2013(k), each individual department, division, district, subsidiary, or agency must report separately, and include the CARB-issued ID number of the primary controlling agency or designated primary entity.
 - (e) Changes to an Existing Fleet. Fleet owners must comply with all of the following reporting requirements when adding or removing vehicles from the California fleet:
 - (1) Vehicles added to the California fleet must be reported within 30 calendar days of being added to the fleet;

- (2) Vehicles that are permanently removed from the California fleet must be reported within 30 calendar days of removal. The report must include the date of removal;
 - (3) If a backup vehicle exceeds the allowable mileage limit the change must be reported within 30 calendar days of the date the mileage limit was exceeded; and
 - (4) ZEV Conversions. Fleet owners that convert a vehicle to a ZEV must report the vehicle's new fuel type within 30 calendar days of being converted.
- (f) Odometer Reading Reporting. Fleet owners with backup vehicles must comply with the following reporting requirements:
- (1) Odometer Readings. Report annually the odometer reading from January 1 of the current calendar year and the date the reading was recorded from a properly functioning odometer or hubodometer.
 - (2) Odometer Failure and Replacement. If the vehicle's originally equipped odometer has failed and is replaced, report the following information within 30 calendar days of the date the original odometer failed or was replaced, whichever comes first: the original odometer's final reading, the new odometer's initial reading, and the date of replacement.
 - (A) Hubodometers. If the vehicle's originally equipped odometer has failed and is not being replaced, the fleet owner must equip the vehicle with a hubodometer. Fleet owners must report the serial number of the hubodometer within 30 calendar days of the date the hubodometer was installed;
 - (3) Emergency Mileage. The fleet owner must report the number of miles travelled in support of the emergency for backup vehicles used in emergency operations that would exceed the backup vehicle mileage limit.
- (g) ZEV Purchase Exemption Supporting Documentation Reporting. Fleet owners that purchase an ICE vehicle pursuant to the ZEV Purchase exemption specified in section 2013.1(d) must submit an email to TRUCRS@arb.ca.gov within 30 calendar days of receiving the new ICE vehicle with the purchase agreement and the following clear and legible digital photographs of:
- (1) VIN/GVWR label (typically located on the driver side door or door jamb);

- (2) License plate with driver's side of the vehicle visible;
 - (3) Entire left side of the vehicle with doors closed showing the vehicle's body configuration; and
 - (4) Entire right side of the vehicle with doors closed showing the vehicle's body configuration.
- (h) Requirement for Signature. All reports submitted to CARB electronically are deemed signed by the responsible official. Hard-copy documentation submitted must be signed by the responsible official.
 - (i) Method for Requesting and Approval of Exemptions or Extensions. The Executive Officer will notify the fleet owner by email whether any exemption or extension requests that are required to be submitted to TRUCRS@arb.ca.gov are approved within 45 calendar days from receipt of a complete submission.
 - (j) Late Reporting. Until January 1, 2027, fleet owners that submit initial reporting information specified in section 2013.2 after the initial reporting deadline specified in section 2013.2(b) may still establish the vehicles in their California fleet as of January 1, 2024, by reporting the information in the TRUCRS Reporting System and submitting vehicle records specified in section 2013.3(a) to CARB by email to TRUCRS@arb.ca.gov when submitting their late report. Beginning January 1, 2025, fleet owners that submit initial reporting information specified in section 2013.2 after the initial reporting deadline specified in section 2013.2(b) are also subject to penalties specified in section 2013.4(b)(1).
 - (k) Intermittent Snow Removal Vehicle Reporting. Fleet owners may request that vehicles be designated by the Executive Officer as intermittent snow removal vehicles by submitting via email to TRUCRS@arb.ca.gov a copy of the vehicle's specifications sheet from the manufacturer showing the vehicle meets the definition of an intermittent snow removal vehicle, or the following clear and legible digital photographs. The Executive Officer will rely on the information and photos submitted by the fleet owner and their engineering judgement to determine whether vehicle meets the definition of an intermittent snow removal vehicle specified in section 2013(b) and will notify the fleet owner via email within 45 days of receiving a request whether the request is approved. If approved, the Executive Officer will immediately designate the requested vehicles as intermittent snow removal vehicles.
 - (1) VIN/GVWR label (typically located on the driver side door or door jamb);
 - (2) License plate with driver side of the vehicle visible;

- (3) Entire left side of the vehicle with doors closed showing the vehicle's body configuration;
- (4) Entire right side of the vehicle with doors closed showing the vehicle's body configuration; and
- (5) The plow mounting attachment and control system; traction material spreader attachment and control system; or the de-icing system attachment and control system.

Note: Authority cited: Sections 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104, Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214, Health and Safety Code.

Adopt Section 2013.3 of title 13, California Code of Regulations, to read as follows:

§ Section 2013.3. State and Local Government Fleet Recordkeeping.

Fleet owners must keep records of reported information required in reporting section 2013.2 and documentation specified in this section for a period of at least five years. Fleet owners must make such records available in an electronic or paper format to CARB staff within 72 hours of a written or verbal request for audit. The following records are required to be kept and provided upon request for vehicles in the California fleet:

- (a) Entity and Vehicle Documentation.
 - (1) Records of all vehicle information required to be reported as specified in section 2013.2;
 - (2) Vehicle purchase, rental, and leasing documents, such as purchase agreements, orders, notices to proceed, leasing agreements, or rental agreements for the vehicles;
 - (3) The following information about all vehicles that have been removed from the California fleet:
 - (A) If the vehicle is sold, a transfer of liability form filed with DMV, including the date of sale and odometer reading at the time of sale;

- (B) If the vehicle is transferred out-of-state, but not sold, a copy of the out-of-state registration;
 - (C) If the vehicle is registered with DMV as non-revivable junked or dismantled, a copy of the registration demonstrating it was filed as such with DMV; and
 - (D) If the vehicle is sold or consigned to an auction house, a copy of the contract and the transfer of liability form filed with DMV, if applicable.
- (4) Backup Vehicle Documentation. Fleet owners with backup vehicles that perform emergency operations must keep records to document dispatch by a local, state, federal or other emergency management agency.
- (b) Operator Documentation. Fleet owners must keep documentation identifying the entity responsible for paying the driver who is not a state or local government agency employee and any applicable shipping documentation or other documentation that identifies the origin and destination of the cargo and the pick-up and termination destination of the cargo.
- (c) Odometer Reading Documentation. Fleet owners required to report odometer readings must keep records of the vehicle miles traveled. Acceptable records are those that have an odometer reading from the vehicle and are provided in smoke opacity test results, Basic (previously Biennial) Inspection of Terminals inspection forms, California Highway Patrol-Truck and/or Tractor Maintenance and Safety Inspections Forms (108-Form), maintenance or service work orders, invoices or receipts, unaltered photographs of the odometer or hubodometer, driver logs or inspection sheets, or onboard diagnostics system information downloads that include the vehicle miles travelled or odometer information. Fleet owners of backup vehicles used in emergency operations in support of a declared emergency event must keep records to document vehicle mileage accrued under contract in support of an emergency event.
- (d) ZEV Infrastructure Delay Documentation. Fleet owners utilizing the ZEV Infrastructure Delay Extension must keep copies of documents submitted as specified in section 2013.1(c).
- (e) ZEV Purchase Exemption Documentation. Fleet owners utilizing the ZEV Purchase Exemption must keep copies of documents submitted as specified in section 2013.2(g), and copies of documents submitted as specified in section 2013.1(d).

- (f) Documentation for Mutual Aid Assistance. Fleet owners utilizing the Mutual Aid Assistance exemption must keep copies of documents submitted to CARB as specified in section 2013.1(e).
- (g) Hiring Entity Documentation. Hiring entities that are subject to section 2013(a)(3) must keep certificates of reported compliance or signed statements received from hired fleets used to verify that hired fleets are compliant with the applicable regulations. Additionally, hiring entities must keep copies of contracts with hired entities that include the disclosure of regulation applicability as specified in section 2013(j)(2).
- (h) Daily Usage Exemption Documentation. Fleet owners utilizing the Daily Usage Exemption must keep copies of documents submitted as specified in section 2013.1(b).
- (i) Intermittent Snow Removal Vehicle Documentation. Fleet owners approved to designate vehicles as intermittent snow removal vehicles must keep copies of the vehicle specification sheet from the manufacturer or photographs submitted as specified in section 2013.2(k).
- (j) Sales Disclosure Documentation. Any person required to submit a sales disclosure as specified in section 2013(r) must keep a copy of the written sales disclosure.
- (k) Non-repairable Vehicle Documentation. Fleet owners approved to utilize the Non-repairable Vehicle exemption of section 2013(n)(7) must keep records of the police report, insurance statement, or signed attestation, photographs, and information submitted to CARB as specified in section 2013(n)(7).

Note: Authority cited: Sections 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104 Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214 Health and Safety Code.

Adopt Section 2013.4 of title 13, California Code of Regulations, to read as follows:

§ Section 2013.4. State and Local Government Fleet Enforcement.

- (a) Severability. If any subsection, paragraph, subparagraph, sentence, clause, phrase, or portion of this article is, for any reason, held invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such portion shall be

deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this article.

- (b) Penalties. Any person who fails to comply with the requirements of this article, who fails to submit any information, report, or statement required by this article, or who knowingly submits any false statement or representation in any application, report, statement, or other document filed, maintained, or used for the purposes of compliance with this article may be subject to penalties.
 - (1) Late Reporting Penalties. Beginning January 1, 2025, and until January 1, 2027, failure to submit any information as specified in section 2013.2 shall constitute a single, separate violation for each vehicle and each month the information is not submitted past the initial reporting period specified in section 2013.2(b).
- (c) Right of Entry. An agent or employee of CARB, upon presentation of proper credentials, has the right to enter any motor carrier, broker, or hiring entity facility (with any necessary safety clearances) where vehicles are located or vehicle records, including hiring and brokering records, are kept to verify compliance.
- (d) Fleet Owner Enforcement. For purposes of enforcement, if the vehicle is inspected and cited for noncompliance with this article and neither the operator of the vehicle nor the rental or leasing entity can produce evidence, as specified in the "Fleet owner" definition of section 2013(b), of the party responsible for compliance with state laws, the owner shall be presumed to be both the rental or leasing entity and the renting operator or lessee of the vehicle.

Note: Authority cited: Sections: 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104, Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214, Health and Safety Code.

The Selection of Option 2 for the Mandated California Air Resources Board Advanced Clean Fleets Regulations

Public Works & Transportation Committee
December 12, 2023

City Council Meeting
December 19, 2023

Jose Arreola, Fleet Services Division Manager
Public Works Department

That the Public Works and Transportation Committee recommend that the City Council approve "Option 2" as allowed under the Advanced Clean Fleets (ACF) Regulation which mandates local governments to undertake certain actions to implement Zero Emission Vehicles (ZEV) for their fleets beginning on January 1, 2024.

- The City's on-road fleet is composed of approximately 260 medium duty trucks, service body trucks, dump trucks, refuse collection vehicles and other types



Refuse Collection Vehicle



10 ton Dump Truck

- The California Air Resources Board (CARB) regulates emissions on these vehicles. On April 28, 2023 CARB adopted and mandated the Advanced Clean Fleet (ACF) regulation
- The ACF regulation is the latest development in CARB's decades-long history of setting increasingly stringent emission standards for medium and heavy duty vehicles
- The ACF regulation applies to vehicles with a gross vehicle weight rating greater than 8,500 lbs ("Target Vehicle") and mandates the implementation of zero emission Vehicles (ZEV), which are composed of Electric Vehicles (EV), Battery Electric Vehicle (BEV), or Hydrogen Fuel-Cell Electric Vehicle (FCEV)

- As an example, a Target Vehicle would be one that is similar in size/weight to a Ford F250 pick-up truck and larger
- Fleets can apply for a ZEV purchase exemption, subject to the approval of CARB, if the vehicle is not available for purchase in a ZEV configuration
- CARB will list configurations that are not available in ZEV's and update the list periodically with expiration dates for the vehicle to be removed from the configuration list

- The following vehicles, which are in the City's Fleet, are currently on the configuration list on a temporary basis and available for a CARB approved exemption:
- Bucket truck, boom truck, dump truck, flatbed truck, stake bed truck, front-loader refuse compactor truck, side-loader refuse compactor truck, rear-loader refuse compactor truck, refuse roll-off truck, service body truck, street sweeper, tank truck, water truck, crane truck, and vacuum truck



- It should be noted that this list will be updated routinely by CARB once the industry produces ZEV's for these types of vehicles
- Automatic exempt vehicles are those emergency response vehicles as specified in the California Vehicle Code 165, such as Target Vehicles like fire apparatus, mobile command post, and police armored rescue vehicles. The requirements and exemptions are not crystal clear and therefore staff will continue to work with CARB to understand if there are exemptions for a percentage of Water and Wastewater vehicles.



Exempt armored rescue vehicle



Exempt Fire apparatus

- Advanced Clean Fleets Regulations compliance for local government fleets includes two qualifying options:
 1. Option 1 (default option), beginning January 1, 2024, 50 percent of annual Target Vehicle purchases are to be ZEV's, and beginning January 1, 2027, that 100 percent of Target Vehicle purchases are to be ZEV's
 2. Option 2, local government fleets may choose ZEV Milestones Option. Fleets may elect to meet ZEV targets as a percentage of the total fleet starting with vehicle types that are most suitable for electrification. The schedule is laid out in Table 1.

- This option allows the addition of new internal combustion engines (ICE) vehicles model year 2024 or newer as long as the fleet is meeting the percent target rates listed below

Table 1: ZEV Fleet Milestones by Milestone Group and Compliance Year (Option 2)

Percentage of vehicles that must be zero-emission	10%	25%	50%	75%	100%
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles (the City has approximately 150 of these vehicles in the Fleet)	2025	2028	2031	2033	2035 and beyond
Milestone Group 2: Work trucks, day cab tractors, buses with three axles (the City has approximately 103 of these vehicles in the Fleet)	2027	2030	2033	2036	2039 and beyond
Milestone Group 3: Sleeper cab tractors and specialty vehicles (the City has approximately 7 of these vehicles in the Fleet)	2030	2033	2036	2039	2042 and beyond

- CARB will monitor and enforce compliance. CARB's enforcement program is designed to deter non-compliance and to ensure regulated industries that have not met CARB's regulatory requirements are brought into compliance
- There are three types of legal processes that CARB uses to resolve non-compliance violations: civil, administrative, and criminal

- As part of the civil process, CARB can obtain a court order or injunction to stop ongoing violations
- Administrative penalties can be up to \$25,000 per day and cumulative up to \$300,000 per violation
- CARB may identify potential criminal violations. In those instances, the case may be referred to the Attorney General, a District Attorney, or other prosecutors for criminal prosecution

ZEV Charging Stations

- As of today, the City has one single-port shared-use City-owned electric vehicle charging station at the downtown parking structure
- There are two other City-owned charging stations in the long-term parking lot at the Oxnard Transit Center
- The location of these stations is not ideal for charging City-owned fleet vehicles. There are no other City-owned electric vehicle charging stations within the city

- Staff is not aware of any private company managed/owned hydrogen charging stations within the City
- The City does not currently own/operate hydrogen charging stations
- It should be noted that Gold Coast Transit is working on the installation of a hydrogen charging station at their facility in north Oxnard
- Staff's current understanding is that this charging station is specific for the use of Gold Coast

- Staff has initiated contact with Gold Coast about the use of their charging stations for City Vehicles
- Staff will continue those conversations with the desire to have access to Gold Coast's charging stations

SCE's Charge Ready Transport (CRT) Program

- Recently staff has been in communication with Southern California Edison (SCE) in regards to the SCE Charge Ready Transport program
- SCE's Charge Ready Transport (CRT) Program offers low- to no-cost electrical system upgrades to support the installation of electric vehicle (EV) charging equipment for qualifying vehicles

- This program provides a unique opportunity for fleet operators choosing to acquire electric vehicles by providing support and reducing the costs with installing the necessary charging equipment
- When a customer is approved to participate in the program, SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter
- If the customer prefers, they can perform the customer-side of the meter electrical work and may receive a rebate
- Additional rebates are available to eligible companies within disadvantaged communities

- For the CRT Program, SCE will:
 - Perform on-site visits to evaluate the site's electrical infrastructure needs.
 - Develop utility-side and customer-side of the meter cost estimates.
 - Design, secure permit, project manage and install the necessary infrastructure. Participants will have the option to instead perform the necessary work on their side of the meter and receive a make-ready rebate
 - Install a separate meter dedicated to the EV charging infrastructure and waive customer demand charges through 2024 with our commercial EV rates

- Make final inspections once the charging equipment is installed
- Customer requirements for the SCE CRT Program, which would require an agreement between SCE and the City include:
 - Lease or purchase at least two medium or heavy-duty battery powered EVs or convert at least two fossil-fuel vehicles to electric within 18 months of installation
 - Select, purchase and install SCE approved charging equipment in the quantity approved by SCE

- Keep the charging equipment operational for at least ten years
- Provide data related to charging equipment usage for a minimum of five years (on-road vehicles only)
- Grant easement to selected property in perpetuity may be required
- No other SCE programs can be used in the selected property for 10 yrs (i.e rule 29)

- In addition to the SCE program, Public Works staff has been seeking grants that can fund infrastructure and charging stations
- Recently a DOE Funds/EECBG awarded \$224,240 for the City and will be utilized towards EV infrastructure or charging stations for a Pacific Yard project
- Public Works will continue to seek available grant funding
- Staff will continue to evaluate and pursue the SCE CRT Program and will bring back any necessary recommendations for the City Council's consideration (e.g. agreement)

Compliance with CARB ZEV

- There are two options for Fleets to be in compliance with the State unfunded mandate for ZEV as noted in the Background section above
- When taking into consideration the current exemption list and the existing and projected make-up of the City's fleet, the amount of ZEV that the City would have to purchase would be in smaller increments over a longer period of time when calculated using Option 2
- This would allow the capital cost to be spread over multiple years (i.e. Option 2 2025 to 2042) instead of 2024 to 2027 per Option 1

- Also, it would allow more time for the City to evaluate the different ZEV (e.g. electric and hydrogen) and provide some additional time for infrastructure updates (e.g. charging stations)
- As such, it is recommended that the City choose the ZEV Fleet Milestone option (Option 2)
- This will allow the City to continue to add ICE vehicles to our fleet and ZEV Target Vehicles in a less aggressive timeline than the default option

- By selecting Option 2, the initial compliance dates are staggered and start at 10% compliance per milestone group; each group gives fleets approximately 10 years to reach the 100% compliance goal
- This option is not as aggressive as Option 1 and will give fleets more time to comply
- The costs for ZEVs are higher than ICE, and as such, Option 2 is anticipated to have less of an impact on future Fleet purchases

- Alternatively, by selecting Option I, there would be an immediate impact as 50% of purchases are mandated to be ZEV's starting January 1, 2024 and ramp up to 100% on January 1, 2027
- This option would not allow fleets to add ICE vehicles, in some cases ZEV's are up to 50% higher in up front cost when compared to ICE vehicles
- Staff does not recommend this Option



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.5

DATE: December 19, 2023

TO: City Council

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

SUBJECT: Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed \$1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

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

<https://youtu.be/qeUUWJVgcQE>

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts ("CFDs"), Landscape Maintenance Districts ("LMDs"), Waterways Maintenance Assessment Districts ("WADs"), and a Maintenance Assessment District ("MAD-4"). Each of these Special Districts have specific individual authorized services and improvements, including, but not limited to: park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed in an annual parcel charge for the purposes of maintaining the improvements and other authorized services that includes consulting (e.g. the preparation of required documents such as the annual Engineer's Report) within their District.

NBS Government Finance Group ("NBS") specializes in the administration of California special financing districts. Since 2017, the City has contracted with NBS to provide administrative support to the Special Districts Division for budget preparation, assessment computation and rate analysis, submission of the annual Engineer's Report, levy submittal, and several additional projects that included on-call services.

In February 2023, Special Districts entered into a negotiated sole source agreement (32300207) with NBS as a means to continue the obligations for the administration of Special Districts while the solicitation for the long-term consulting services was developed and bid. This sole-sourced agreement expires on December 31, 2023.

DISCUSSION

The Purchasing Department released a Request for Proposals ("RFP") PW24-02 for Special Districts Administrative Professional and Technical Services on August 16, 2023 with a proposal due date of September 11, 2023. The RFP

received a total of one (1) proposal from NBS, who is the City's current consultant.

The proposal was reviewed by the Purchasing Division (Buyer) and the Special Districts Division (Special Districts Manager, Administrative Services Analyst Senior, Administrative Services Analyst, Retired Annuitant, and Administrative Services Coordinator) with a determination that NBS met the requirements of the solicitation scoring criteria listed in RFP PW24-02. The evaluation method consisted of the following:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the City.
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work.
3. Demonstrated technical competence and experience to perform the services or work requested in the RFP.
4. Past record of performance of similar work or service as determined by all available information.
5. Cost Proposal.

Staff has confirmed that NBS 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, research performed to date, and past services provided by the company to the City, staff believes that the contractor is capable of satisfactorily providing the necessary services.

All services provided will be based on available funding within the individual districts. Additionally, there is \$184,352 included in the cost of this Agreement for on-call administrative assistance to help with day-to-day operations as necessary should the high rate of staff vacancies continue for Special Districts. As with all other on-call services, NBS will only be compensated for those services that are actually provided.

This new Professional Services Agreement is a stand-alone agreement and not an extension of the previous Agreement and Amendments.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Agreement, if extended to its maximum allowable term of five (5) years shall not exceed \$1,028,484. After the initial year, increases to the Agreement price may be requested by the consultant and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as documented increases in pricing, CPI increases, or other cost increases which directly apply to the services rendered under this Agreement. The estimated spending plan for the remainder of Fiscal Year 2023-24 is \$79,916 commencing January 1, 2024. Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process. Expenses are charged to the specific Districts receiving the services and there is no impact to the General Fund beyond the required General Fund Contribution for the Landscape Maintenance Districts. See Attachment 5 (Special Districts Agreement 32400250 Cost Breakdown) for the full estimated account breakdown. Please note that all amounts have been rounded to the nearest whole number.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 28, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eric Storrie, Special Districts Manager, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 32400250 NBS Government Finance Group-Unsigned
2. RFP #PW24-02 Packet

3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. Special Districts Agreement 32400250 ESTIMATED Cost Breakdown
6. Presentation

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND NBS GOVERNMENT FINANCE GROUP**

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

1. SUMMARY DESCRIPTION OF SERVICES. To provide Special Districts administrative professional and technical 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

NBS Government Finance Group ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 32605 Temecula Parkway Suite 100, Temecula, CA 92108.

3. TERM OF AGREEMENT: From (Date): January 1, 2024 To (Date): December 31, 2027.

3.1 Time is of the essence in this Agreement.

3.2 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 Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 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 CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT 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.

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

4. AGREEMENT AMOUNT NOT TO EXCEED: \$1,028,484

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: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Eric Storrie	Name: Adina McCargo
Title: Special Districts Manager	Title: Director and Project Manager
Phone: (805) 385-7578	Phone: (800) 676-7516
Email: eric.storrie@oxnard.org	Email: amccargo@nbsgov.com
Mailing Address (if differs from above): 1060 Pacific Avenue, Bldg 1 Oxnard, CA 93030	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

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

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

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

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

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

8. CONSULTANT'S SERVICES.

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

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

9. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in Section 4 of this Agreement. 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.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: sdinvoices@oxnard.org.

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

10.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and subcontracted consultants.

10.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then 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 City Code, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

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

14. INDEPENDENT CONTRACTOR.

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

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

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

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

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

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

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT

without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

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

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

20. NOTICE.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with CONSULTANT's performance of this Agreement or CONSULTANT's failure to

comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

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

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

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

negligence or willful misconduct of the Indemnitees.

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

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide

the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. [RESERVED].

27. [RESERVED].

28. CONFLICT OF INTEREST.

CONSULTANT 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 CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

29. IRAN CONTRACTING ACT.

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit D.

30. DISPUTES.

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

Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

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

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY.

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

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

36. GOVERNING LAW.

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

37. SEVERABILITY.

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

38. INTEGRATED AGREEMENT.

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

39. NO THIRD-PARTY BENEFICIARY.

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

40. AUTHORITY TO EXECUTE.

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

41. EXECUTION – COUNTERPARTS.

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

42. INCONSISTENT OR CONFLICTING TERMS.

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

43. CAPTIONS AND HEADINGS.

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

44. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

NBS GOVERNMENT FINANCE GROUP

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

Greg Davidson, Vice President Date

Michael Rentner, ³ Date
President & Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any 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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and NBS Government Finance Group)

SCOPE OF SERVICES

A. Administration Services for the City's Maintenance Assessment Districts (LMD/MAD)

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.
2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.
3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.
4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:
 - a. Background of the district.
 - b. A detailed and technically supported Method of Assessment.
 - c. A description of the improvements and services funded by the district.
 - d. A cost estimate for the improvements and services being funded.
 - e. Copy or reference to the original district diagram.
 - f. A table showing assessed rates by zone and land use.
 - g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.
5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.
6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame. Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:
 - a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.

- b. Resolution preliminarily approving the Engineer's Report
- c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
- d. Resolution authorizing the placement of assessments on the secured property tax bills.

- 7. Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings per fiscal year such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(1) of this Exhibit A-2), as requested by the City.
- 8. Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.
- 9. Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.
- 10. Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

B. On-Call Assistance to City Staff with Special Requests Related to the Administration of the Special Financing Districts But Not In Scope of Services

- 11. On-Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. on special requests involving the administration of the Special Financing Districts, as requested. On-call assistance is intended to cover time, material, and all other costs for tasks related to the administration of the Special Financing Districts (1915, CFD, LMD/MAD, and others) and not already included in the scope of services of this Agreement. On-Call assistance may include, but not be limited to:
- a. Assistance with direct staff allocations.
 - b. Assistance with indirect cost allocations.
 - c. Assistance with Proposition 218 compliance on an ongoing basis.
 - d. Assistance with maintenance contract specifications and bidding.
 - e. Assistance with the resolution of inquiries by property owners and the public.

C. 1915 Act Assessment District Administration Services

- 12. Kick-Off Meeting, Project Schedule.** Consultant to meet with City staff, legal counsel and other interested parties to:
- Establish lines of communication
 - Clarify the specific project goals and criteria that will meet the City's preference
 - Identify and resolve any special circumstances that may be involved in the administration of the districts

- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

13. Data Collection. Consultant will gather and review data relevant to the administration of the district. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information and establish a database for the assessment district.

14. Policy Review. Consultant will review policies and procedures that have been established by the City for compliance with the governing documents and law. These policies will be incorporated into our service to the City.

15. Cost Recovery. Consultant will identify all costs associated with the administration of the Assessment District and recover those costs through the levy process as outlined in §8682 and §8682.1 of the California Streets and Highways Code. These costs may include, but not be limited to Registrar/Transfer/Paying Agent fees, Arbitrage Rebate calculation fees, bank fees, and expenses of the City and its consultants related to the administration of the district.

16. Fund Analysis. Consultant will determine the balance requirements and acquire the current cash balances for the district. We will make recommendations to ensure that the flow of funds and fund balances are in compliance with bond documents. Cash flow analysis will also be performed to determine any levy shortfall or surplus.

17. Annual Assessment Levy. Consultant will calculate the annual assessment levy for each parcel in the district and submit the amount for each parcel to the County in the format and medium (i.e. tape, diskette) required by the County Auditor-Controller.

18. Resubmission of Rejects. Consultant will research the status of any parcels rejected by the County Auditor-Controller, and resubmit corrected data for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced directly, with payment directed to the City.

19. Maintain Assessment District Data. Consultant will annually track all parcel changes to ensure that all changes are documented. Historical parcel change and assessment apportionment data will be maintained by NBS.

20. Annual Report. Consultant will provide a comprehensive Annual Report that will show a detailed listing of the amounts submitted to the County or directly billed for collection, details of delinquent assessments, fund analysis, paid off parcels and release of liens, all bond call activity, and assessed valuation information.

21. Delinquency Monitoring. Consultant will provide the City with a comprehensive list of delinquencies after each installment becomes due. This report will show delinquency percentage as well as a detailed list of each delinquent parcel.

22. Prepayment Calculation/Amortization Schedule. Consultant will provide assessment prepayment calculations and amortization schedules to interested parties. The requester

will pay the cost of this service; however, there will be no charge to the City or property owners.

23. Bond Calls. Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

24. Release of Liens. Consultant will prepare all documents required to release the liens of parcels that have prepaid the assessment.

25. Notice of Special Assessment. Consultant will provide a "Notice of Special Assessment" disclosure notice to requesting parties as required by §53754 of the Government Code of the State of California. The fee of any Notice of Special Assessment shall be paid by the party requesting the disclosure notice.

26. Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments for the district. Bilingual staff is available for Spanish-speaking property owners.

27. County Assessor Reporting. Consultant will work with the County Assessor to aid in complying with the requirements of Revenue & Taxation Code 163. This includes providing data such as parcel number, original assessment and current principal balance to the County Assessor.

Community Facilities District Administration

28. Data Collection. Consultant will gather and review data pertinent to the administration of the Community Facilities District. Data will be obtained from various sources such as assessor's parcel maps, building permits and county assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. Consultant will maintain and periodically update a database of all parcels within the districts and relevant parcel information.

29. Administrative Cost Recovery. Consultant will identify all costs associated with the administration of the Community Facilities District and recover those costs through the levy process as outlined in §53317(e) and §53340 of the Government Code of the State of California. Such costs may include, but are not to be limited to: bank fees, legal fees, county tax collection fees, and all costs and expenses of the public agency and its consultants related to district administration.

30. Cash Flow Analysis. Consultant will determine the cash flow requirement, acquire current fund balances and make recommendations to keep the flow of funds and fund balances in compliance with the bond documents. Fund transfers might include the transfer of available surplus funds to be used as levy credits or the transfer of reserve funds to the redemption fund upon the prepayment of special taxes. Cash flow analysis will also be performed to determine any levy shortfall or surplus collections.

31. Special Tax Requirement. Consultant will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of

Apportionment, such as principal and interest due, administrative expenses, collection for direct financing of services or facilities, and a fund credit or replenishment as determined from analysis of the district funds.

- 32. Levy Calculation.** Consultant will calculate the annual special tax levy for each parcel within the Community Facilities District following the guidelines established in the Rate and Method of Apportionment.
- 33. Meeting Attendance.** Consultant will attend district related Council/Board meetings related to district administration, as requested by the City.
- 34. Parcel Tax Reporting.** Consultant will prepare a report with information relating to the imposition of each locally assessed parcel tax required by the addition of Government Code (GC) section 12463.2 (chapter 781, statutes of 2014.)
- 35. Levy Submittal.** Consultant will submit the levy to the County Auditor Controller in the required format and medium (i.e. e-mail, diskette). Special Taxes rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted to the County for collection will be invoiced directly to the parcel owner, with payment submitted to the public agency.
- 36. Special Tax Levy Report.** Consultant will provide an annual Special Tax Levy Report. This report will include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, current delinquency information, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the districts.
- 37. Delinquency Monitoring.** Consultant will provide a comprehensive list of delinquencies after each special tax installment becomes due. The delinquency report will provide the district's overall delinquency percentage as well as a detailed list of each delinquent parcel, with the name and address of the delinquent parcel owner, the delinquent amount and penalties.
- 38. Prepayment Calculations.** Consultant will provide special tax prepayment calculations to interested parties. The party requesting the calculation shall pay the fee of any prepayment calculation.
- 39. Bond Calls.** Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.
- 40. Release of Liens.** Consultant will prepare all documents required to release the liens of parcels that have prepaid the special tax.
- 41. CDIAC Reporting.** Consultant will perform all necessary reporting to the California Debt and Investment Advisory Commission as required by §53359.5(b) and §53359.5(c) of the Government Code of the State of California.
- 42. Notice of Special Tax Disclosure.** Consultant will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the

Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the party requesting the disclosure form.

- 43. Toll-Free Phone Number.** Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the districts and ongoing collection of the special tax. Bilingual staff is available for Spanish-speaking property owners.

Continuing Disclosure (Per Occurrence)

In accordance with the Continuing Disclosure Certificate of the Bonds, Consultant will support the annual disclosure filing requirements of the SEC Continuing Disclosure Rule 15c2-12, for the Bonds existing at the time of this agreement and Bonds the Consultant has previously provided such services for. Specifically, Consultant will perform the following:

- 44. Document Review.** Consultant will review pertinent documents of the Bonds, including the Official Statement and Continuing Disclosure Certificate. We will identify material such as the Comprehensive Annual Financial Report and/or other operating data that the City has agreed to provide in the Continuing Disclosure Certificate.
- 45. Data Collection.** Consultant will collect the annual financial information and operating data that the City has agreed to provide to the Electronic Municipal Market Access system, or EMMA.
- 46. Report Preparation.** Consultant will prepare the Annual Disclosure Report as required in the Disclosure Certificate.
- 47. Annual Dissemination.** Consultant will disseminate the Annual Disclosure Report including City Financials to EMMA and any SID, and post to our website to allow public access free of charge.
- 48. Significant Events.** Consultant will prepare and disseminate a “Notice of Significant Events”, as listed on the Continuing Disclosure Certificate, to EMMA, as required in the certificate. Action will commence upon notification by the City of the occurrence of any of the events.
- 49. City’s Responsibilities.** The City shall furnish Consultant with any pertinent information that is available to the City and applicable to the services. The City shall designate a person to act with authority on its behalf in respect to the services. The City shall notify Consultant of the occurrence of any events listed in the Continuing Disclosure Certificate. The City shall promptly respond to Consultant’s requests for reviews and approvals of its work, and to its requests for decisions related to the services. City understands and agrees that Consultant is entitled to rely on all information, data and documents (collectively, “Information”) supplied to Consultant by City or any of its agents, Agreements or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to City or any third party if such Information is not correct.

Delinquency Management (Per Occurrence)

Consultant will develop a comprehensive delinquency management program which includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the City. This service can be provided as part of overall annual administration or as a stand-alone service. When deemed as the appropriate course of action, NBS will perform the following.

- 50. Delinquency Reports.** Consultant will provide the City with an updated list of delinquencies prior to sending any of the below letters. This report will also detail each district's percentage of delinquencies, as well as a detailed list of each delinquent parcel.
- 51. Reminder Letter.** At the City's direction, Consultant will send a reminder letter to the property owner of each delinquent parcel for the December 10th installment. The purpose of the letter is to inform and educate the property owner of their obligation to pay assessments.
- 52. Demand Letter.** At the City's direction, Consultant will send a demand letter to the property owner of each delinquent parcel for the April 10th installment. This letter will be mailed to any property owner who remains delinquent for both installments or who is delinquent for April 10th only. The purpose of this letter is to further educate the property owner and advise them of a potential foreclosure.
- 53. Lienholder Letter.** At the City's direction, Consultant will send a demand letter to the lienholders of loan-defaulted parcels where a Notice of Default has been filed, notifying them of the special tax / assessment delinquency and the loss of their lien position when judicial foreclosure occurs. The purpose of this letter is to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.
- 54. Lienholder Research.** At the City's direction, Consultant will perform detailed search of public records to identify lienholders on non-loan-defaulted parcels. The purpose of this is to allow further communication from the City to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.
- 55. Foreclosure Letter.** This type of letter is typically sent after the installments for a parcel have been removed from the tax roll. The letter delineates what amount must be paid directly to the City to forestall the turnover of documents to the foreclosure attorney.
- 56. Tax Roll Removal and Notice.** Consultant will provide the information required to remove parcels from the tax roll and coordinate with the County Auditor Controller to verify the removal. This step is in preparation of turning the parcels over for foreclosure. Once removed from the tax roll, each property owner will receive one final foreclosure letter indicating the amount due and payment instructions. NBS will file the Notice of Intent to Remove Delinquent Installments and remove such Notice upon payment of the delinquency.
- 57. Payment Plans.** At the City's discretion, Consultant will offer payment plans to property owners in lieu of turning parcels over to the City's foreclosure counsel.

58. Subsequent Foreclosure Services. Consultant will prepare and deliver all information to the City's foreclosure counsel. Consultant will also continue to supply the City's counsel with additional information throughout the foreclosure process. Consultant will continue to respond to property owner and City staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the City's foreclosure counsel.

59. Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Consultant's staff will be available to answer questions regarding the formation and ongoing collection of assessments/special taxes for the districts. Bilingual staff is available for Spanish-speaking property owners.

Apportionments of 1915 Act Assessment Lien (Per Occurrence)

Parts 10 and 10.5 of the Streets and Highways Code detail the methodology and procedure that the City must follow in apportioning the assessment lien on parcels that are reconfigured and/or subdivided. With our experience in district formation and the development of methods of assessment, we are able to ensure that apportionments are properly performed.

Assuming proceeding under the preferred procedure of Part 10.5, Consultant will perform the following:

60. Application Forms. Consultant will provide apportionment application forms and instructions to the City's Engineering representative for inclusion as a condition of approval for subdivision within an assessment district.

61. Segregation. Consultant will apportion the special assessment according to the method of spread as described in the engineer's report.

62. Notice of Apportionment. Consultant will prepare a notice of apportionment and send it via certified mail to the issuing underwriter, as required.

63. Assessment Diagram. Consultant will prepare an amended assessment diagram and notice. The diagram and notice will be filed and recorded with the County Recorder.

64. Amortization Schedule. Consultant will prepare an amortization schedule for each newly created assessment type.

65. Apportionment Report. Consultant will prepare and submit to the City an Apportionment Report showing the finalized apportionment and the amended assessment diagram.

In the event proceedings are undertaken under Part 10, the following additional items are required:

66. Resolutions. Consultant will prepare the required resolutions to order the amended assessment, the amended assessment diagram, notices to the property owner, and fix the amount of costs to perform the apportionment.

67. Public Meetings. Consultant will be available to attend any public meetings required to complete the apportionment.

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and NBS Government Finance Group)

SCHEDULE OF COMPENSATION

Special Financing District Annual Administration

COMMUNITY FACILITIES DISTRICT (CFD) ADMINISTRATION FEES

The following table summarizes our annual fees for the for the base CFD Administration services:

District Name	Annual Base Fee
CFD 2000-3 (Oxnard Boulevard / Highway 101)	\$6,950
CFD No. 1 (Westport at Mandalay Bay)	\$6,950
CFD No. 2 (Westport at Mandalay Bay)	\$6,950
CFD No. 3 (Seabridge)	\$6,950
CFD No. 4 (Seabridge)	\$6,950
CFD No. 5 (Riverpark)	\$6,950
CFD No. 8 (Sakioka Farms)	\$6,950
TOTAL	\$48,650

1915 ACT ASSESSMENT DISTRICT (AD) ADMINISTRATION FEES

The following table summarizes our annual fees for the for the base AD Administration services:

District Name	Annual Base Fee
AD 2000-1 (Oxnard Boulevard / Highway 101)	\$4,950
AD 2001-1 (Series 2012 Refunding)	\$4,950
TOTAL	\$9,900

1915 ACT AND COMMUNITY FACILITIES DISTRICT ADMINISTRATION SERVICES

Community Facilities Districts (Base Fee) \$41,700

1915 Act Assessment Districts (Base Fee) \$9,900

Estimated Expenses are capped at a total of \$4,500 for the Community Facilities District Administrative Fees and 1915 Act Assessment Administrative Fees.

Total Base Fees plus Estimated Expenses \$56,100.

LANDSCAPE MAINTENANCE DISTRICTS (LMD) ADMINISTRATION FEES

The following table summarizes our annual fees for the for the base LMD Administration services:

District Name	Annual Base Fee
LMD No. 3 (River Ridge)	\$1,750.00
LMD No. 10 (Country Club Estates)	\$1,250.00

LMD No. 11 (St. Tropez)	\$1,250.00
LMD No. 12 (Standard Pacific)	\$1,250.00
LMD No. 13 (Le Village)	\$1,250.00
LMD No. 14 (California Cove)	\$1,250.00
LMD No. 16 (California Lighthouse)	\$1,250.00
LMD No. 23 (Greystone)	\$1,250.00
LMD No. 24 (Vineyards)	\$1,250.00
LMD No. 25 (Pointe)	\$1,250.00
LMD No. 27 (Rose Island)	\$1,250.00
LMD No. 28 (Harborside)	\$1,250.00
LMD No. 30 (Haas Automation)	\$1,250.00
LMD No. 31 (Rancho De La Rosa)	\$1,250.00
LMD No. 32 (Oak Park)	\$1,250.00
LMD No. 33 (El Paso)	\$1,250.00
LMD No. 34 (Sunrise Pointe & Sunset Cove)	\$1,250.00
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	\$1,250.00
LMD No. 37 (Pacific Breeze)	\$1,250.00
LMD No. 38 (Aldea Del Mar)	\$1,250.00
LMD No. 39 (El Sueno Promesa & DR Horton/Seawinds)	\$1,250.00
LMD No. 40 (Cantada)	\$1,250.00
LMD No. 41 (Pacific Cove)	\$1,250.00
LMD No. 42 (Cantabria & Coronado)	\$1,250.00
LMD No. 43 (Greenbelt)	\$1,250.00
LMD No. 46 (Daily Ranch)	\$1,250.00
LMD No. 47 (Sycamore Place)	\$1,250.00
LMD No. 49 (Cameron Ranch)	\$1,250.00
LMD No. 50 (Pleasant Valley Senior Housing)	\$1,250.00
LMD No. 51 (Pfeiler)	\$1,250.00
LMD No. 52 (Wingfield)	\$1,250.00
LMD No. 53 (Huff Court)	\$1,250.00
LMD No. 54 (Meadow Crest Villas)	\$1,250.00
LMD No. 55 (Wingfield West)	\$1,250.00
LMD No. 58 (Westwind)	\$1,250.00
LMD No. 60 (Artisan)	\$1,250.00
MAD No. 4 (Mandalay Beach)	\$1,750.00
Waterways (Zones 1-Mandalay Bay & 2-Harbour Island)	\$1,750.00
TOTAL	\$50,000.00

Districts or Zones with Less than 300 Parcels (Base Fee) \$1,250 Each

Districts or Zones with 300 Parcels or More (Base Fee) \$1,750 Each

Estimated Expenses are capped at a total of \$3,500 for the Landscape Maintenance Districts.

Total Fees including Estimated Expenses \$53,500.

Estimated expenses reflect an allocation of \$2,000 for the signature and stamp of the annual consolidated engineer’s report by a civil engineer (one occurrence).

ON-CALL ASSISTANCE TO CITY STAFF WITH SPECIAL REQUESTS RELATED TO THE ADMINISTRATION OF THE SPECIAL FINANCING DISTRICTS BUT NOT IN SCOPE OF SERVICES (UPON CITY’S REQUEST, HOURLY RATE SCHEDULE)

Hourly per Schedule Below (Initial Authorization for the Fiscal Year) \$27,000*

Estimated Expenses are capped at a total of \$1,500.

Total Fees plus Estimated Expenses \$28,500.

**City may authorize additional hours subject to additional compensation under our hourly rate schedule.*

CONTINUING DISCLOSURE

We understand that the City has bond issues currently subject to continuing disclosure preparation and dissemination. NBS will provide the services for the bonds existing at the date of this agreement for the fees as listed below. Additional issues may be added at similar fees.

Additional Services Necessary for the Ongoing Administration of the 1915 Act and Community Facilities Districts

Issuer Continuing Disclosure (Per Occurrence)*

AD 2000-1 Report Fee	\$2,400
AD 2001-1 Report Fee	\$1,850
CFD No. 1 Report Fee	\$1,850
CFD No. 2000-3 Report Fee	\$1,850

Estimated Expenses are included in the CFD & 1915 Act sections above.

Reports are combined under the 2012 Revenue Bonds (Series A & B).

Developer’s Continuing Disclosure (Per Occurrence)

AD 2000-1 Report Fee*	\$450
Significant Event Fee*	Hourly Rate or \$250 per event

Estimated Expenses are included in the CFD & 1915 Act sections above.

Dissemination Services for Continuing Disclosure (Per Occurrence)*

Report Dissemination (per recipient)	\$25
Significant Event Dissemination (per recipient)	\$25

Estimated Expenses are included in the CFD & 1915 Act sections above.

DELINQUENCY MANAGEMENT

Reminder Letters (1)	\$15
Demand Letters (1)	\$30
Lienholder Letters (1, 2)	\$40
Lienholder Research (Notice of Default Not Filed)	Hourly
Foreclosure Letters	\$50
Payment Plan Administration	\$300

Tax Roll Removal (3, 4)	\$75
Removal of the Notice of Intent to Remove Delinquent Installments (4)	\$25
Subsequent Foreclosure Fees (4)	\$100

All fees are based on a per-parcel/per-district basis, except as noted below.

- 1. This fee will be recovered as part of the next levy.
- 2. Letter is sent to lienholders where public Notice of Default has been filed. Fee reduced to \$20 when sent jointly with a Foreclosure Letter to the same parcel.
- 3. This fee includes filing of the “Notice of Intent to Remove Delinquent Installments” but does not include County fees for removal from the tax roll.
- 4. This fee is per parcel/per district/per year from the initiation of the foreclosure.

APPORTIONMENTS OF 1915 ACT ASSESSMENT LIEN (PER OCCURRENCE)

Apportionments will be performed upon request and paid for by the requesting party at consultant’s fee structure shown below. Consultant will apportion the assessment according to the original method of spread, prepare the amended assessment diagram, and record the notice of apportionment and amended diagram per Parts 10 and 10.5 of the Streets and Highways Code.

Apportionment Fee (Four parcels or less)	\$950
Apportionment Fee (Five or more parcels)	\$1,800 (plus \$35 per parcel)
Recording Fee (each)	\$40
Resolutions	\$300
Meeting Attendance	Hourly Rate, plus travel costs

SFD Formation/Restructuring/Bond Issuance

SPECIAL FINANCING DISTRICT FORMATION, RESTRUCTURING AND BOND ISSUANCE

SFD Formation	\$19,500–45,000 per district
SFD Restructuring	\$9,500– 38,500 per district
Bond Issuance Disclosure	\$18,500–22,500 per bond issue
Estimated expenses	\$1,500–7,500 per district/bond issue

Annual Fee Increases

Cost of living increases will be applied at a fixed rate of 3% annually starting January 2025 and annually thereafter.

Additional Optional Services – Hourly Rates

The following table shows our current hourly rates. Optional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate. This may include attendance at additional meetings, notice and ballots, etc.

Title	Hourly Rate
Director	\$275
Associate Director / Engineer	\$250
Senior Consultant / Manager	\$225

Consultant	\$200
Financial Analyst	\$175
Clerical / Support	\$135

Terms

All services will be invoiced monthly.

Expenses

Customary out-of-pocket expenses will be billed to the City at the actual cost to Consultant. These expenses may include, but are not limited to, the assessment engineer’s signature and stamp, travel, mailing fulfillment, postage, supplies, telephone, reproduction, meals, and various third-party charges for data, maps, and recording fees. Any requested reimbursement over \$100 requires pre-approval by the City. Please send all such requests to Eric Storrie, Special Districts Manager, at eric.storrie@oxnard.org or his designee.

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NBS Government Finance Group)**

INSURANCE REQUIREMENTS

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

Agreement No. 32400250

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

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

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

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

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

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

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

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

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

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

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

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

11/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

INS-A.doc

INS-A.doc

EXHIBIT D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NBS Government Finance Group)**

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____



City of Oxnard Request for Proposals RFP #PW24-02

Special Districts Administrative
Professional and Technical Services

Bid Close Date: 09/11/23
at or before 2:00 p.m. PT

City of Oxnard
Purchasing
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>
City Website: <https://www.oxnard.org/>

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- Tab C – Company Profile/ Experience
- Tab D – Scope of Services
- Tab E – References
- Tab F – Cost/Budget Narrative
- Tab G – Proposer Attachment

Attention Proposers: please complete Section Tabs A-G and upload as part of your bid response. Proposals must be submitted electronically at <https://www.publicpurchase.com>

All questions must go through the Public Purchase portal.

1.0 TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
August 16, 2023	Release of Solicitation
August 30, 2023	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website. https://www.publicpurchase.com
September 11, 2023	Submission of the Proposal is to be uploaded to the Public Purchase website at or before 2:00 p.m. local time
September 18-25, 2023	Review of Proposals
October 2023	Agreement Development/Negotiations
December 5, 2023	City Council approval (if necessary, e.g., over \$200,000)
January 1, 2024	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation shall be for a period of up to three (3) years beginning, January 1, 2024 or effective upon signature of an Agreement by both parties, through December 31, 2027, unless terminated earlier, with an option to renew for an additional (2) two years . After the first year, and each year thereafter, the City shall have the option to extend the term pursuant to the Agreement, upon mutually acceptable services, cost adjustments, and the City requirements. There is no obligation by the City to purchase any specified amount of goods or services

4.0 INTRODUCTION

The City of Oxnard invites proposals from qualified consultants to conduct Special Districts Administrative Professional and Technical Services for the City of Oxnard.

The purpose of this RFP is to invite companies to submit statements of their qualifications, capabilities, and experience in Special Financing District Consulting Services, and proposals for performing the services described and the fees which would be charged for those services.

Special Financing District Consultant services may include:

- A. Preparation of annual Engineer's Report;
- B. Preparation of boundary maps for parcels annexing into a CFD;
- C. Formation of Community Facilities Districts for service and for bonded districts;
- D. Transition of districts into alternative district formats (e.g. annexing into or forming a landscape maintenance district);
- E. Providing general special district consulting services;
- F. Collaboration on developing content for special financing district marketing pieces; and
- G. On-call assistance to City staff with special requests related to the administration of the special finance financing districts (upon City's request at an hourly rate schedule).

The professional services include tasks established by industry standards for the formation of districts and shall include standards similar to those set forth below:

- 1) Analyze and determine the type of district restructuring or formation for each unique situation.
- 2) Prepare the initial Rate and Method of Apportionment (RMA) or assessment calculation.
- 3) Calculate the initial special tax levy requirement or assessments.
- 4) Prepare a CFD Report or Engineer's Report (ER).
- 5) Prepare and deliver mylar copies of boundary maps.
- 6) Expend due diligence to ensure accuracy in reviewing and preparing all work products and timely submissions of such.
- 7) Provide clear written documentation concerning the approach taken to derive the conclusions reached.
- 8) Employ strict confidentiality of all documents made available by the City to the Consultant, sub-consultant or any other appointed entity, in the course of completing a formation, which may contain private and/or confidential information, which includes but is not limited to property owner names and addresses.
- 9) Make all necessary arrangements for delivery and pick-up of documents to and from any agency, office or City Department/Division.
- 10) Meet with City staff to discuss task lists and associated jobs for further input and approval.
- 11) Attend meetings of the City Council (e.g. study session, Council meeting, Committee meetings), as requested.
- 12) Participate in providing additional analysis and support for the issuance of any bonds.
- 13) Assistance with direct staff allocations and indirect staff allocations.
- 14) Assistance with Proposition 218 compliance on an ongoing basis.
- 15) Assistance with maintenance contract specifications and bidding.
- 16) Assistance with the resolution of inquiries by property owners and the public.

5.0 EVALUATION METHOD

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Tab A below. Failure to include any sections in the proposal may result in that proposal being deemed non responsive. During the scoring process, the Evaluation Committee may contact the Proposer's references or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work. Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the City.
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work.
3. Demonstrated technical competence and experience to perform the services or work requested in the RFP.
4. Past record of performance of similar work or service as determined by all available information. This criteria will be based not only on the information contained within the proposal, but also by discussions with the Proposers and their references, as well as other relevant entities or individuals who have used the Proposer for similar work or services.
5. Cost Proposal.

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist (*this page*)
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, _____ of _____
Printed Name of Agent/Officer **Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: _____

Title of Agent/Officer: _____

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE:

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **PROPOSER'S RESPONSE:**

b. **PROPOSER'S RESPONSE:**

c. **PROPOSER'S RESPONSE:**

d. **PROPOSER'S RESPONSE:**

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

5. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. <i>PROPOSER'S RESPONSE:</i>

b. <i>PROPOSER'S RESPONSE:</i>

c. <i>PROPOSER'S RESPONSE:</i>

d. <i>PROPOSER'S RESPONSE:</i>

e. <i>PROPOSER'S RESPONSE:</i>

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE:

2. Provide a summary of your company's knowledge and experience relating to the issuance of bonds.

PROPOSER'S RESPONSE:

3. Provide a detailed summary of your company's knowledge and experience with Proposition 218 compliance and requirements relating to Special Districts.

PROPOSER'S RESPONSE:

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Proposer’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

PROPOSER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Proposer’s response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1		
Attachment 2		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		



ADDENDUM NO. 1

PW24-02

**Special Districts Administrative Professional and Technical
Services**

August 29, 2023

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addenda on behalf of the company listed below.

Signed: _____ Dated: _____

Print Name: _____ Title: _____

Company: _____

Email: _____

ADDENDUM NO. 1

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification from the City:

The following Tab E – References, and Tab F – Cost Proposal/Budget Narrative have been added to the Request for Proposal:

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three(3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:**Tab F - Cost Proposal/Budget Narrative**

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, state the District the charges are relating to, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

End Addendum NO. 1

Agreement No. _____

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND _____**

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

1. SUMMARY DESCRIPTION OF SERVICES. [INSERT DESCRIPTION OF SERVICES.]

EXAMPLES: Negotiated Sole Source Agreement for design services for project XXXX.

Architectural / Engineering / XXXX services to prepare plans, drawings, specification for project XXXX for the construction of a firehouse; waste water tank upgrade, etc...

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

_____ ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at **ADDRESS**

3. TERM OF AGREEMENT: From (Date): _____ To (Date): _____

3.1 Time is of the essence in this Agreement.

3.2 **This Agreement does not have any options to extend. OR**

The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 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 CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of

Agreement No. _____.

receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

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

4. AGREEMENT AMOUNT NOT TO EXCEED: \$ _____.

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: Insurance Requirements: City Insurance Exhibit INS-____
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification (delete if contract is under \$1million)

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative: CONSULTANT Designated Representative:

Name: DEPARTMENT/DIVISION HEAD

Name:

Title:

Title:

Phone:

Phone:

Email:

Email:

Mailing Address (if differs from above):

Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

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

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

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

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

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

8. CONSULTANT'S SERVICES.

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

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

9. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in **Section 4** of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to **Section 12** of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

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

10.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

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those Services, and total amount due for the month. Invoices may be emailed to: invoices@oxnard.org.

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

10.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and subcontracted consultants.

10.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then 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 City Code, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

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

14. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

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

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

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

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

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

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that

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CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

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

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

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

20. NOTICE.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with

CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

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

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

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

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CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

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

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage

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Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

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

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

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

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

27. IRAN CONTRACTING ACT

[DELETE "ICA" IF AGREEMENT TOTAL IS LESS THAN \$1 MILLION & Replace with term **[RESERVED]**] IRAN Contracting Exhibit is in the Agreements Folder on the S Drive.

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the CONSULTANT engages in

investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. CONFLICT OF INTEREST

CONSULTANT 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 CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

29. [RESERVED] -

30. DISPUTES.

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

31. DISPUTE RESOLUTION.

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

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agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or

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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

Agreement No. _____

executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

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

43. CAPTIONS AND HEADINGS.

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

44. ACKNOWLEDGEMENT.

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

[Signatures on next page]

Agreement No. _____

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

CITY OF OXNARD

[CONSULTANT]

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

_____, Date
_____,³ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any 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.

Agreement No. _____

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and _____)

SCOPE OF SERVICES

SAMPLE

INSERT CITY PROJECT MANAGER FOR THIS AGREEMENT: NAME/PHONE #/EMAIL

Licensing and Professional Certification

Required:

State of California CONSULTANT's License Classification A General Engineering CONSULTANT

General Specifications

Safety

All work conducted by the CONSULTANT and its representative shall conform to current applicable California Occupational Safety and Health Administration (CAL-OSHA) laws and regulations. CONSULTANT shall maintain safety certifications and provide CITY with copies of training records.

CONSULTANT must provide staff that has current confined space and hazardous materials training. CONSULTANT must provide and Personal Protective Equipment (PPE) to staff as needed for working conditions.

CONSULTANT must strive to maintain good public relations at all times. The work must be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work must be performed by competent employees and supervised by an experienced, foreman or supervisor.

Accident Reporting

CONSULTANT shall immediately notify the CITY of any accident, regardless of whether or not injury or damage is evident, involving the CONSULTANT's staff, vehicles, or equipment while on the work site. CONSULTANT shall take photo documentation of damage and immediately report to appropriate CITY contact. CONSULTANT shall document any damage that exists before the onset of work. The CONSULTANT shall take photographs of existing damage and report to appropriate CITY contact prior to commencing any work. Any damage caused as a result of the CONSULTANT's actions shall be the sole responsibility of the CONSULTANT to repair or pay in full for damages.

Agreement No. _____

Traffic Control

CONSULTANT shall provide and maintain all proper traffic control devices required for the assigned work per the latest edition of the State of California's Manual of Uniform Traffic Control Devices (MUTCD).

If a lane closure is necessary, CONSULTANT shall notify the appropriate CITY contact at least seventy-two (72) hours prior to commencement of work. A Traffic Control Plan must be submitted to the CITY Traffic Engineer forty-eight (48) hours prior to the commencement of the work.

If Parking is to be prohibited during work "No Parking" signs shall be posted seventy-two (72) hours prior to work commencing.

Crew Rental

CONSULTANT shall be required to provide as required up to an eight (8)-man crew including a pickup truck, all other equipment necessary to perform the specified task.

Street and Sidewalk Maintenance Construction Services

CONSULTANT shall provide labor and construction services including but not limited to:

- Valve stack adjustment and repair
- Curb and gutter repair and replacement
- Concrete sidewalk repair and replacement
- Concrete driveway apron repair and replacement
- Asphalt repair and replacement

Equipment Availability

CONSULTANT shall be able to provide all equipment necessary for work requested, including but not limited to:

- Dump truck
- 10-Wheeler Dump Truck
- Backhoe
- Asphalt roller
- Compaction equipment
- Excavator
- Skip loader

Agreement No. _____

Clean Up

CONSULTANT shall remove all debris generated as work progresses. The street, parkway, and private property shall be kept clear of debris at all times. It shall be the responsibility of the CONSULTANT to dispose of all waste debris generated by the CONSULTANT.

All debris from operations shall be cleaned up each day before the work crew leaves the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.

Storm Water

No material generated during work operations is permitted to enter any storm drain. The CONSULTANT is required to abide by the CITY of Oxnard Storm water Quality Management. Including all applicable Best Management Practices (BMPs) for the duration of the contract.

Record Keeping

CONSULTANT shall maintain and provide records and/or associated drawings of all repairs done to any CITY system.

Invoicing/Billing

Invoicing for services rendered is required for proper payment. The work must be identified on the invoice.

Agreement No. _____

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and _____.)**

SCHEDULE OF COMPENSATION

SAMPLE

Job Classification	Prevailing Wage Hourly Rate	Prevailing Wage Overtime Hourly Rate
Laborer (entry level)	\$ 90.13	\$ 97.25
Laborer (experienced)	\$ 94.81	\$ 101.00
Journeyman	N/A	N/A
Supervisor	N/A	N/A
Foreman	\$ 119.00	\$ 156.00
Equipment Operator	\$ 117.19	\$ 154.69
Cement Mason	\$ 97.97	\$ 126.83
Pipe Fitter	N/A	N/A
Tradesman	\$ 87.00	\$ 121.00

Other	
Mobilization (Hourly Rate)	\$ 200.00
Material Markup (%)	15%
Emergency Service Fee	\$ 0

**DO NOT ADD ANY ADDITIONAL COMPENSATION TERMS SUCH AS PRICE ADJUSTMENTS
OR MODIFICATIONS. CONTACT CAO FOR ASSISTANCE.** [Delete this highlight from Final]

Agreement No. _____

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and _____)

INSURANCE REQUIREMENTS

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

PLEASE COPY AND PASTE APPROPRIATE INSURANCE DOCUMENTS

EXHIBIT D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and [REDACTED])**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional services contracts that may be governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

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

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.
- c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and [REDACTED])

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT

Agreement No. _____

and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

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

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

Agreement No. _____

13. To the maximum extent, CONSULTANT shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONSULTANT, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of CONSULTANT under this Section shall survive Agreement termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

7/6/2022

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

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: _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE AGGREGATE

☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE 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, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- 2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- 3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4. CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- 5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- 6. SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone: _____

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

- ☐ 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.

7. **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.

8. **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.

9. **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.

10. **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.

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

- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (_____) _____ Date Signed _____



CITY OF OXNARD

Terms and Conditions

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION
THAT IS STATED IN THIS DOCUMENT**

1.0 PUBLIC PURCHASE

As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

Just a couple helpful hints before starting your registration:

- ☐ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- ☐ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online at www.publicpurchase.com.

The City cannot guarantee you will receive notice of every opportunity to sell to the City; it is encouraged to visit our Purchasing website at <https://www.oxnard.org/rfps-and-rfqs/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

2.0 RETURN OF BID/CLOSING DATE

- a. All Proposals/Bids/Quotes shall be submitted electronically to PublicPurchase.com by 2:00 PM Pacific Time on the closing date listed in the Bidder Response Form. Bid responses not received by the City's purchasing division by the closing date and time will not be accepted. The City will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions. If the Bidder cannot upload the bid response to the PublicPurchase.com website, delivery of the bid response is accepted at the City of Oxnard, City Hall, Purchasing Division, 300 West Third Street, Oxnard, CA 93030, on or before 2:00 PM PT.
- b. The Solicitation must be signed by an authorized agent and uploaded to the Public Purchase website or if mailing, placed in a sealed package marked "Bidder Solicitation, clearly marking the solicitation designed bid number". Postmarks will not be accepted in lieu of this requirement. Proposals/Bids/Quotes submitted to any other City office will be rejected.

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3.0 RECEIPT AND OPENING OF PROPOSALS/BIDS/QUOTES

Proposals will not be opened publicly. Quotes will be opened publicly Any Solicitation received after the established closing date and time will not be accepted. Solicitation results will be available after Proposals/Bids/Quotes have been reviewed.

4.0 WITHDRAWAL OF BIDS

Bidders may withdraw their Proposals/Bids/Quotes at any time prior to the due date and time by submitting notification of withdrawal signed by the Bidder's authorized agent. Proposals/Bids/Quotes cannot be changed or modified after the date and time designated for receipt.

5.0 ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other Solicitation documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer. All Proposals/Bids/Quotes must be submitted in accordance with the standards and specifications contained within this solicitation.

6.0 PRICING/DELIVERY/TERMS/TAX

All pricing shall be quoted F.O.B. Destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The City reserves the right to designate method of freight. The City pays California Sales Tax. In the event of an extension error, the unit price shall prevail. Payment terms are net 30 after receipt of invoice.

7.0 PERIOD OF FIRM PRICING

Unless stated otherwise elsewhere in this document, prices shall be firm for the duration of this solicitation. The City reserves the right to ask for an extension of firm pricing if conducting active Solicitation evaluations.

No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if Vendor/Contractor offers lower prices to another governmental entity) will automatically be extended to the City. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. For Contracts, any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items, less food and energy – Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council.

The City's obligation for payment of this solicitation and ensuing Agreement beyond the current fiscal year end is contingent upon and limited by the availability of City funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the City shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, City shall immediately notify Contractor in writing; and the Agreement shall be deemed terminated, have no further force, and effect.

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8.0 INQUIRIES BY BIDDERS

Requests for explanation must be submitted via the PublicPurchase.com website by the time designated in the solicitation "Last Day for Questions". The Purchasing Agent, or duly authorized personnel, will post a response to the inquiries via the Public Purchase website.

9.0 SPECIFICATION/CHANGES (Request for Bids only)

Whenever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable. Bidders are encouraged to offer alternatives. However, the City reserves the right to reject those alternatives as nonresponsive.

10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT

- a. The City reserves the right to modify or terminate the solicitation process at any time. The City may amend or modify the project scope of services prior to the award of contract, as necessity may dictate, reject any and all Proposals/Bids/Quotes submitted (and rebid, if necessary), accept any or all Proposals/Bids/Quotes submitted, negotiate with any qualified source, or cancel, in part or in its entirety, this solicitation if it is in the best interest of the City.
- b. The procurement process may be canceled after opening, but prior to award if the City determines that cancellation is in the best interest of the City for reasons (but not limited to) such as:
 1. Inadequate, ambiguous, or otherwise deficient specifications.
 2. The services are no longer required.
 3. Proposals/Bids/Quotes received are at an unreasonable cost.
 4. Solicitation did not arrive in open competition, were collusive, or not submitted in good faith.
 5. The City determines, after analysis of the Proposals/Bids/Quotes that its needs can be satisfied through a less expensive method.
- c. All Proposals/Bids/Quotes will become the property of the City, and all such information submitted in connection to this solicitation becomes public record, and may be disclosed through the Public Records Act. The City may keep submissions and negotiations confidential until City Council approves the final contract and/or a Purchase Order contract is issued. Proposals/Bids/Quotes may contain financial statements or other information which constitute a trade secret. In order to protect such data from disclosure, please identify the pages by clearly marking the applicable pages as confidential. Please note; disclosure of such data considered confidential by Bidder will only be withheld to the extent that the City determines that disclosure is improper under applicable law. It is important to further note that California law weighs heavily in favor of disclosing records submitted through a solicitation process. The City assumes no responsibility for disclosure or use of unmarked data for any purpose.
- d. This solicitation does not commit the City to award a contract or to pay any costs incurred in

the preparation of a Solicitation in response to this request. The City reserves the right to accept or reject any or all Proposals/Bids/Quotes received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal/Request for Bid if it is in the best interest of the City.

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11.0 PUBLIC RECORDS

All Proposals/Bids/Quotes submitted in response to this solicitation become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.), are public records, and as such may be subject to public review. However, the Proposals/Bids/Quotes shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Solicitation. Note that under California law, prices submitted in the proposal to a public agency is not a trade secret.

12.0 CITY BUSINESS LICENSE

A business tax certificate is required before conducting any business, trade, profession, enterprise, establishment or occupation within the city limits– even if your business is located outside of the city limits, or you have a business license or tax certificate from another city.

The majority of the City business tax certificate applications are available on line at www.oxnard.org/btcapplication/ or by calling the Business Tax office 805.385.7817.

13.0 WHO NEEDS A BUSINESS TAX CERTIFICATE

Any person who conducts any business, trade, profession, enterprise, establishment or occupation within the city shall obtain a business tax certificate whether or not the physical business address is in or outside of the City.

14.0 WHEN TO GET A BUSINESS TAX CERTIFICATE

A business tax certificate is required before conducting any business, trade, profession, enterprise, establishment or occupation – regardless of whether your business is located outside of the city limits or you have a business tax certificate from another city.

15.0 SUBMISSION OF PROPOSALS/BIDS/QUOTES (Preparation of Responses)

Before submitting a Solicitation, each Bidder is expected to thoroughly examine the specifications in the solicitation, and all other related contractual documents included in this solicitation, including subsequent amendments to the solicitation. Failure to do so will be at the Bidder's risk, and shall bar the Bidder's obligation to perform if a contract is awarded pursuant to this solicitation.

Each Bidder shall review and complete all the Attachments according to their instructions, and submit them as part of the Solicitation. Each Bidder must be satisfied by personal examination and by such other means as it may prefer, as to the actual conditions and requirements under which the contract will be performed.

The awarded Bidder agrees to extend the same pricing, terms, and conditions as stated in this Agreement

to every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the awarded Bidder; and City shall in no way be responsible to the awarded Bidder for other entities' purchases.

16.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents. Proposals/Bids/Quotes must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, each section clearly titled with labels identifying each Tabbed section, and each page clearly and consecutively numbered.

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Terms and Conditions 10/30/19

Proposals/Bids/Quotes must be clean and suitable for copying. Proposals/Bids/Quotes must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable Solicitation. Receipt of all addenda, if any, must be signed and included in the Solicitation.

17.0 MODIFICATION OF PROPOSALS/BIDS/QUOTES

Any Bidder who wishes to make modifications to their Solicitation already received by the City must withdraw his/her Solicitation in order to make the modifications. All modifications must be made in ink, properly initialed by Bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Bidder to ensure that modified Proposals/Bids/Quotes are resubmitted before the solicitation submittal deadline.

Bidders are advised that the City reserves the right to amend the requirements of this solicitation prior to the date set for opening of bids, including, but not limited to, extending the Solicitation deadline. Such revisions will be done formally by publishing changes via the Public Purchase website.

18.0 EVALUATION PROCESS (Request for Proposals only)

The Proposal shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required. Proposals will be evaluated based on criteria determined to be appropriate by the City, which may include, but not necessarily limited to the following: a. Responses to the Request for Proposal for completeness to the requirements.

- b. The quantity and locations of facilities. (If applicable)
 - c. Bidder's experience and ability.
 - d. Technical capability and project methodology.
 - e. Overall cost to the City. In no event will the City be limited to selecting a successful Bidder based solely upon total cost submitted.
 - f. References with demonstrated success with similar work to the Scope of Service.
 - g. Clarification, Exceptions or Deviations.
 - h. Credential/Resumes/Licenses/Certifications.
 - i. Contractor's ability to provide future maintenance, repair parts and/or services. j.
- Any other factors the City determines to be appropriate.

All Proposals/Bids/Quotes will be given thorough review. All contacts during the bidding process and review selection phase must contact the City's Purchasing Division Buyer. Attempts by the Bidder to contact any other the City representative may result in disqualification of the Bidder. All evaluation material will be considered confidential and not released until after award. The City reserves the right to split or make the award that is most advantageous to the City.

19.0 ORAL PRESENTATIONS

During the evaluation process, the City may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City may have on a firm's Proposal. Not all firms may be asked to make such oral presentations.

20.0 AWARD OF CONTRACT

- a. The award of the contract will be made to a responsive and responsible proposer whose Solicitation best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for Solicitation.

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Terms and Conditions 10/30/19

If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer. b. The City reserves the right to reject any or all responses to this solicitation and to waive any informality or irregularity in this solicitation or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this solicitation, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This solicitation does not commit the City to award a contract, or to procure or contract for services or goods.

- c. The award will be made, in whole or in part, to the responsive, responsible Bidder whose solicitation is most advantageous to the City; price, delivery, and other factors considered. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer.
- d. The City reserves and may in its sole discretion, exercise any one or more of the following rights and options with respect to the solicitation selection:
 1. To issue a notice of intent to contract and/or execute a contract for any or all of the items in any Solicitation, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;
 2. To discontinue negotiations with any applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the applicant, and to enter into negotiations with any other applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
 3. To rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an applicant, and to issue or not issue a notice of intent to contract to the same or a different applicant and enter into negotiations with that applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
 4. To elect not to enter into any contract with any applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing the notice of contract opportunity, if the City determines that it is in the City's best interest to do so
 5. To reject any or all offers, to waive any discrepancy, any irregularity, or technicality which the City deems reasonably correctable or otherwise not warranting rejection of the solicitation.
 6. To split or make the award in any manner determined by the City to be most advantageous to the City.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The Proposals/Bids/Quotes of proposers found not to be qualified may be rejected.

21.0 BID PROTESTS

- a. All protests shall be in writing and state that the bidder is submitting a formal protest, and the protesting vendor is responsible to assure the protest is received within the protest deadlines. If Purchasing does not receive the protest within one week of the opening of responses, the protest may be rejected. The mailing address for all protests, or the vendor may email the buyer, is:

Physical Address:
City of Oxnard City Hall
Purchasing Division
300 West 3rd St. 2nd. Floor
Oxnard, CA 93030

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Terms and Conditions 10/30/19

- b. Failure to provide the following information could result in rejection of vendor's protest:

1. Company name, mailing address, phone number, and name of company individual responsible for submission of the protest.
2. Email address for communication, clarification, and disposition of the pending protest.
3. The City's bid number, bid title, closing date and proposed award date of the solicitation.
4. The specific action or decision protested.
5. The basis for the protest.
6. Indicate what relief or corrective action the City should make.
7. Vendor must demonstrate that every reasonable effort was made within the schedule provided for this protest to be resolved, and the basis of the protest during the process, including asking questions, seeking clarification, requesting addenda, and otherwise alerting the City to any perceived problems.
8. Protest letters must be signed by an authorized agent of the company or if send via email; the email must be sent by an authorized agent of the company.

- c. Grounds for Protest - A formal protest must contain the following to be considered:

1. A specific identification of the statutory or regulatory provision(s), if applicable, that the alleged action is in violation.
2. A specific description of each act alleged to have violated the statutory or regulatory provision(s), in applicable.
3. A precise statement of the relevant facts and identification of the issue or issues needing addressed.
4. Complaints about events or decisions made before the Solicitation deadline.
5. Complaints that the Solicitation unduly constrains competition through improper minimum qualifications or specifications.

6. Complaints that the pre-bid conference was not fair or accessible. Please note that bidders must attend in person all mandatory pre-bid conferences.
7. Complaints that solicitation questions were not fully or properly addressed by the City.
8. Complaints that the solicitation did not provide adequate information or contained improper criteria.

22.0 OTHER TERMS AND CONDITIONS

The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract. The selected Consultant/vendor will be required to sign and be bound by a City Agreement (“Agreement”). Proposer must meet all insurance requirements found in the Agreement (Separate document).

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Terms and Conditions 10/30/19

23.0 LIVING WAGE POLICY (If applicable)

With certain exceptions, the City requires vendors to pay all employees who provide services under a City services agreement in accordance with the Living Wage Policy. That Policy is provided as an exhibit to the contract that is attached. Currently, vendors subject to the Policy must pay such employees at least \$16.19 per hour for each hour that such employee provides services under the agreement, and that amount increases once a year. In addition, while the agreement is in effect, that vendor must provide such employees with no less than 96 hours of paid leave per calendar year. If this work requires the payment of both living wage and prevailing wages, the vendor will pay the higher of the two wages.

The City’s Living Wage Policy is non-negotiable. Any bidder who submits a bid under this RFB has, by doing so, agrees to comply with the Policy.

24.0 PREVAILING WAGES (If applicable)

If the service performed in the RFB is considered a “public work” project, the services are subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations (“CCR”). The vendor and all of its subcontractors must pay wages in accordance with the determination of the Director of the DIR. Copies of these rates are on file with the Buyer and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The vendor must post a copy of the DIR’s rates at each job site. This work is subject to compliance monitoring and enforcement by the DIR. The vendor and its subcontractors must furnish certified payroll records directly to the Labor Commissioner. The vendor and its subcontractors are not qualified to bid on, be listed in a bid, 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. If this work requires the payment of both living wage and prevailing wages, the vendor will pay the higher of the two wages.

25.0 SMALL LOCAL BUSINESS PURCHASING PREFERENCE

- a. The City offers a bidding preference for small local businesses. A “small local business” is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its bid held a current City business license;
2. Has for at least 36 months immediately preceding submittal of its bid maintained within the City's geographic boundaries its principal business office (as defined below);
3. Has average annual gross receipts of \$20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

b. Additionally, a small local business must certify one of the following:

1. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
2. If the bidder intends to hire employees and/or obtain subcontractors for the work, the bidder submits with its bid a certification confirming it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid that at least 50 percent of the labor hours devoted to performance of the contract will be provided by City residents. This option is only available for trade services or construction contracts.

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Terms and Conditions 10/30/19

c. A "principal business office" is defined as:

1. The place where the principal officers or owners generally transact business, to which reports are made, and from which orders and payments are made; and
2. The place which the business represents to government authorities as its principal office or principal place of business;

Please note that under City Code Section 4-2, you may be subject to an audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification available in the bid document with the rest of your bid.

26.0 INVESTIGATIONS

The City may make such investigations as necessary to determine the ability of the bidder to perform the services as required. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the bidder is qualified to carry out the obligations of the contract.

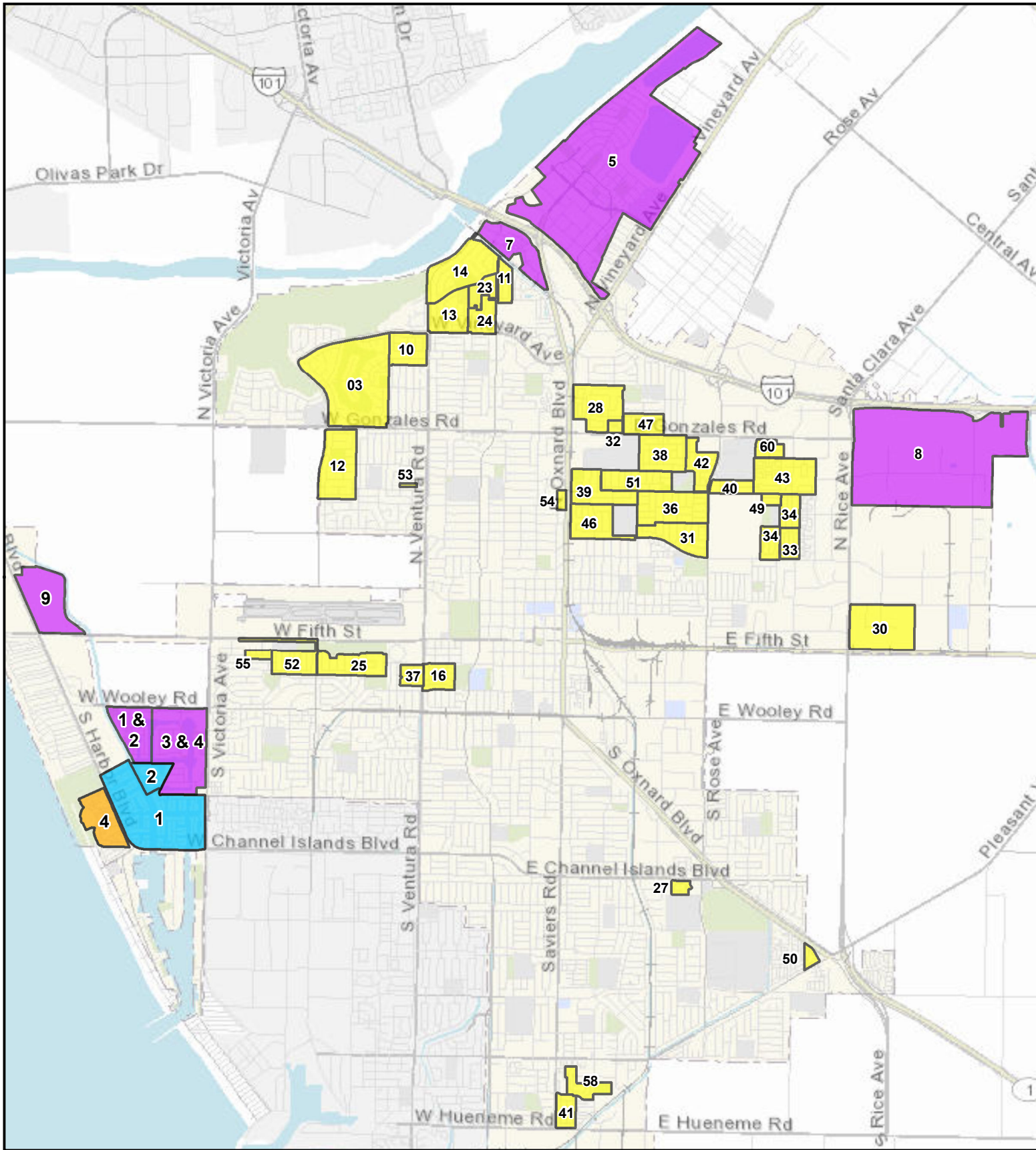
27.0 FEDERAL EXCLUSION LIST (If applicable)

If the award is federal or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period.

28.0 USE BY OTHER POLITICAL ENTITIES

The Bidder agrees to extend the same pricing, terms, and conditions as stated in this procurement and ensuing Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the Bidder; and the City shall in no way be responsible to the Bidder for other entities' purchases.

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

	FY23-24 (6 Months)	FY24-25 (12 Months)	FY25-26 (12 Months)	FY26-27 (12 Months)	FY27-28 (12 Months)	FY28-29 (12 Months)	FY29-30 (6 Months)	5-Year Term Grand ESTIMATED Totals
District	FY24 ESTIMATED Total	FY25 ESTIMATED Total	FY26 ESTIMATED Total	FY27 ESTIMATED Total	FY28 ESTIMATED Total	FY29 ESTIMATED Total	FY30 ESTIMATED Total	
LMD No. 3 (River Ridge)	\$ 1,377.00	\$ 2,795.00	\$ 2,877.00	\$ 2,960.00	\$ 3,046.00	\$ 3,133.00	\$ 1,589.00	\$ 17,777.00
MAD No. 4 (Mandalay Beach)	\$ 1,377.00	\$ 2,795.00	\$ 2,877.00	\$ 2,960.00	\$ 3,046.00	\$ 3,133.00	\$ 1,589.00	\$ 17,777.00
LMD No. 10 (Country Club Estates)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 11 (St. Tropez)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 12 (Standard Pacific)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 13 (Le Village)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 14 (California Cove)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 16 (California Lighthouse)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 23 (Greystone)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 24 (Vineyards)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 25 (Pointe)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 27 (Rose Island)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 28 (Harborside)	\$ 1,377.00	\$ 2,795.00	\$ 2,877.00	\$ 2,960.00	\$ 3,046.00	\$ 3,133.00	\$ 1,589.00	\$ 17,777.00
LMD No. 30 (Haas Automation)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 31 (Rancho De La Rosa)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 32 (Oak Park)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 33 (El Paso)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 34 (Sunrise Pointe & Sunset Cove)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	\$ 1,377.00	\$ 2,795.00	\$ 2,877.00	\$ 2,960.00	\$ 3,046.00	\$ 3,133.00	\$ 1,589.00	\$ 17,777.00
LMD No. 37 (Pacific Breeze)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 38 (Aldea Del Mar)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 39 (El Sueno Promesa) - 74.36%	\$ 839.00	\$ 1,703.00	\$ 1,750.00	\$ 1,801.00	\$ 1,853.00	\$ 1,906.00	\$ 966.00	\$ 10,818.00
LMD No. 39 (DR Horton/Seawinds) - 25.64%	\$ 290.00	\$ 587.00	\$ 605.00	\$ 621.00	\$ 639.00	\$ 659.00	\$ 334.00	\$ 3,735.00
LMD No. 40 (Cantada)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 41 (Pacific Cove)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 42 (Cantabria & Coronado)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 43 (Greenbelt)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 46 (Daily Ranch)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 47 (Sycamore Place)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 49 (Cameron Ranch)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 50 (Pleasant Valley Senior Housing)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 51 (Pfeiler)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 52 (Wingfield)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 53 (Huff Court)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 54 (Meadow Crest Villas)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 55 (Wingfield West)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 58 (Westwind)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
LMD No. 60 (Artisan)	\$ 1,127.00	\$ 2,287.00	\$ 2,354.00	\$ 2,422.00	\$ 2,492.00	\$ 2,562.00	\$ 1,299.00	\$ 14,543.00
WAD Zone 1 (Mandalay Bay) - 90.26%	\$ 1,263.00	\$ 2,533.00	\$ 2,605.00	\$ 2,679.00	\$ 2,756.00	\$ 2,836.00	\$ 1,438.00	\$ 16,110.00
WAD Zone 2 (Harbour Island) - 9.74%	\$ 314.00	\$ 353.00	\$ 361.00	\$ 369.00	\$ 378.00	\$ 386.00	\$ 195.00	\$ 2,356.00
CFD 2000-3 (Oxnard Boulevard/Highway 101)	\$ 4,182.00	\$ 8,483.00	\$ 8,723.00	\$ 8,969.00	\$ 9,224.00	\$ 9,484.00	\$ 4,808.00	\$ 53,873.00
CFD No. 1 (Westport Bonded)	\$ 4,182.00	\$ 8,483.00	\$ 8,723.00	\$ 8,969.00	\$ 9,224.00	\$ 9,484.00	\$ 4,808.00	\$ 53,873.00
CFD No. 2 (Westport)	\$ 4,182.00	\$ 8,483.00	\$ 8,723.00	\$ 8,969.00	\$ 9,224.00	\$ 9,484.00	\$ 4,808.00	\$ 53,873.00
CFD No. 3 (Seabridge Bonded)	\$ 4,182.00	\$ 8,483.00	\$ 8,723.00	\$ 8,969.00	\$ 9,224.00	\$ 9,484.00	\$ 4,808.00	\$ 53,873.00
CFD No. 4 (Seabridge)	\$ 4,182.00	\$ 8,483.00	\$ 8,723.00	\$ 8,969.00	\$ 9,224.00	\$ 9,484.00	\$ 4,808.00	\$ 53,873.00
CFD No. 5 (Riverpark)	\$ 4,182.00	\$ 8,483.00	\$ 8,723.00	\$ 8,969.00	\$ 9,224.00	\$ 9,484.00	\$ 4,808.00	\$ 53,873.00
CFD No. 8 (Sakioka Farms)	\$ 4,182.00	\$ 8,483.00	\$ 8,723.00	\$ 8,969.00	\$ 9,224.00	\$ 9,484.00	\$ 4,808.00	\$ 53,873.00
AD 2000-1 (Oxnard Boulevard/Highway 101)	\$ 3,182.00	\$ 6,453.00	\$ 6,632.00	\$ 6,815.00	\$ 7,005.00	\$ 7,199.00	\$ 3,649.00	\$ 40,935.00
AD 2001-1 (Series 2012 Refunding)	\$ 3,182.00	\$ 6,453.00	\$ 6,632.00	\$ 6,815.00	\$ 7,005.00	\$ 7,199.00	\$ 3,649.00	\$ 40,935.00
ESTIMATED TOTALS	\$ 79,916.00	\$ 161,827.00	\$ 166,482.00	\$ 171,227.00	\$ 176,132.00	\$ 181,089.00	\$ 91,811.00	\$ 1,028,484.00

Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services

Public Works & Transportation Committee, November 28, 2023

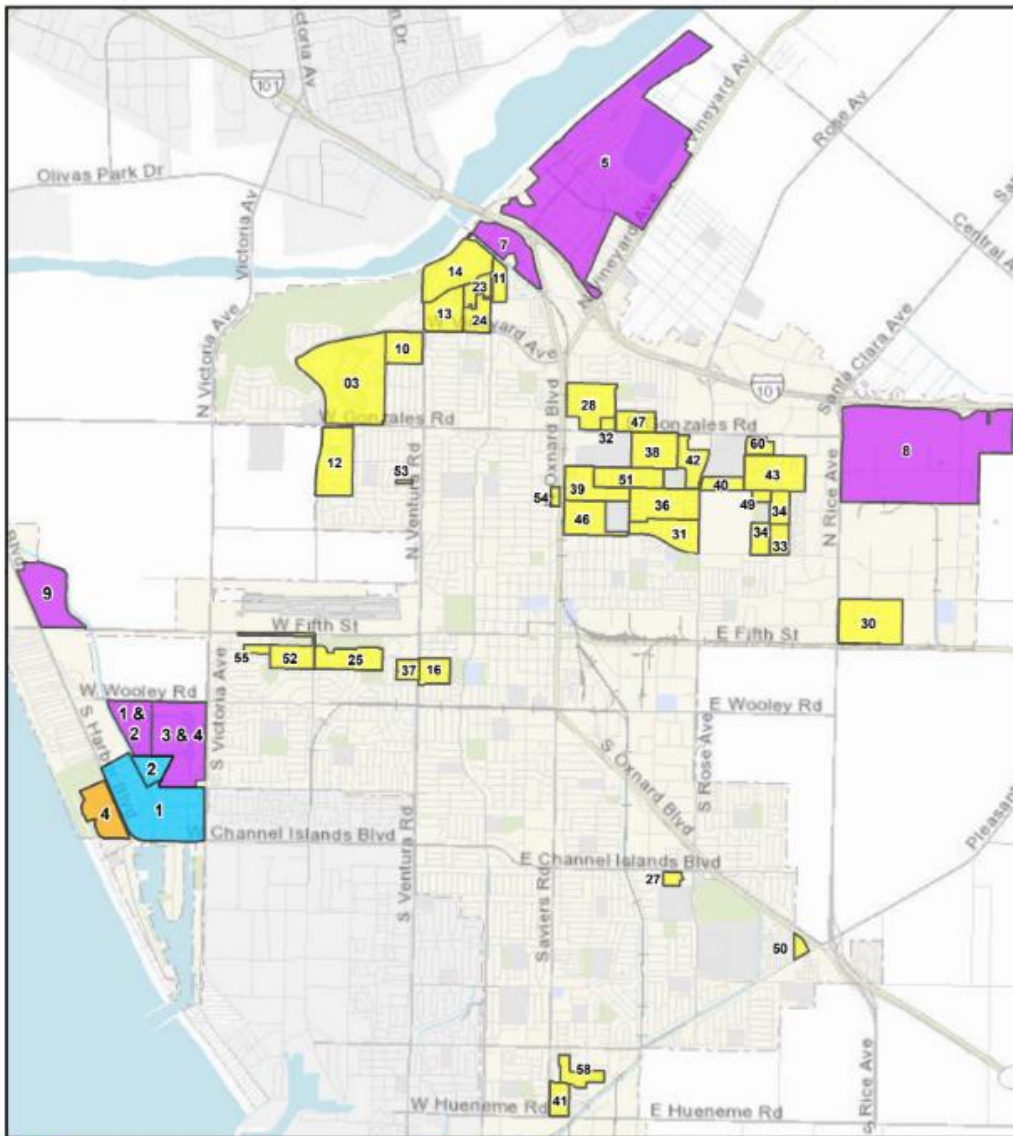
City Council, December 19, 2023

Eric L. Storrie
Special Districts Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed \$1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

That the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed \$1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

CITY OF OXNARD SPECIAL DISTRICTS



More information can be found at:

oxnard.org/specialdistricts

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts ("CFDs"), Landscape Maintenance Districts ("LMDs"), Waterways Maintenance Assessment Districts ("WADs"), and a Maintenance Assessment District ("MAD-4").
- Each of these Special Districts have specific individual authorized services and improvements, including but not limited to: park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains.

- Properties within each District are assessed in an annual parcel charge for the purposes of maintaining the improvements and other authorized services, such as consulting, within their District.
- NBS Government Finance Group (“NBS”) specializes in the administration of California special financing districts and provides services such as database development, budget preparation, assessment computation, analysis, and engineer reports.
- Since 2017, the City contracted with NBS to provide administrative support to the Special Districts Division, such as budget preparation and the Engineer’s Report.

- On-call services are included to support Division operations.
- For example, when a resident is buying or selling a home and wants to know what the special tax payoff amount is for their APN. This is not a request that staff have the knowledge, skills, or abilities to answer and requires on-call administrative assistance from NBS.
- In February 2023, Special Districts entered into a negotiated sole source agreement with NBS for the administration of Special Districts while the solicitation for the long-term consulting services was developed and bid.
- The current agreement (32300207) expires on December 31, 2023.

- The Purchasing Department released a Request for Proposals (“RFP”) PW24-02 for Special Districts Administrative Professional and Technical Services on August 16, 2023 with a proposal due date of September 11, 2023.
- The RFP received a total of one (1) proposal (NBS)
- The proposal was reviewed by the Purchasing and the Special Districts staff with a determination that NBS met the requirements of the solicitation scoring criteria listed in RFP PW24-02.

- The evaluation method consisted of the following:
 - Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the City.
 - Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work.
 - Demonstrated technical competence and experience to perform the services or work requested in the RFP.
 - Past record of performance of similar work or service as determined by all available information.
 - Cost Proposal.

- Staff has confirmed that NBS 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 and staff believe the contractor is capable of satisfactorily providing services.
- All services provided will be based on available funding within the individual districts.
- As with all other on-call services, NBS will only be compensated for those services that are actually provided.
- This new Professional Services Agreement is a stand-alone agreement and not an extension of the previous Agreement and/or Amendments.

- The total cost of this Agreement, if extended to its maximum allowable term of five (5) years, shall not exceed \$1,028,484.
- Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year.
- The estimated spending plan for the remainder of Fiscal Year 2023-24 is \$79,916 commencing January 1, 2024.
- Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.6

DATE: December 19, 2023

TO: City Council

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

SUBJECT: Agreement 32400277 with Aquatic Bioassay and Consulting Laboratories, Inc. for Channel Islands Harbor Water Quality Monitoring and Consulting Services. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement 32400277 with Aquatic Bioassay and Consulting Laboratories, Inc. for Channel Islands Harbor Water Quality Monitoring and Consulting Services in the amount not to exceed \$99,441 for a seven-month term, ending June 30, 2024.

(This item did not originate in Committee because it is a continuation of existing services already included in the FY 2023-24 City Council-approved Special Districts budget)

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

<https://youtu.be/D56tCfJaDE0>

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs), Waterways Maintenance Assessment Districts (WADs), and a Maintenance Assessment District (MAD-4). Each Special District has specific individual authorized services and improvements, including, but not limited to: park landscapes, open spaces, parkways, medians, other public improvements, water quality remediation in Channel Islands Harbor (the Harbor), and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed an annual parcel charge for the purposes of maintaining these and other authorized services and improvements within their District.

Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) specializes in toxicity testing, aquatic biological monitoring, and provides project management, field sampling, toxicity testing, freshwater and marine bioassessments, technical consulting, data management, and reporting. ABC Labs has provided water quality monitoring and consulting services for the Special Districts Division since 2020.

ABC Labs performs the Chlorophyll-a analysis and the Phytoplankton population and density analysis, provides technical assistance, and uploads the reports to the Los Angeles Regional Water Quality Control Board (LARWQCB) and the California Environmental Database Exchange Network (CEDEN). This data will help determine if the Canal and the Harbor are impaired water bodies that should be identified on the State's list of impaired and threatened water bodies (303(d) list). If listed, the City will be able to compete for water quality grants that are offered by the State of California.

The Channel Islands Neighborhood Council (CINC) volunteers continue to provide collection efforts of the water samples for testing at no cost to the City. Staff and ABC Labs are currently working to update the Quality Assurance Project Plan (QAPP) for the water sampling, testing, and recording procedures.

DISCUSSION

This Agreement (32400277) with ABC Labs is a Sole Source Agreement based on the need to continue the State-approved procedures that are identified in the QAPP. This seven-month agreement will provide continued Harbor water quality monitoring and consulting services as a stopgap between the former ABC Labs Agreement and the new solicitation (PW#24-47) for the Channel Islands Harbor Water Quality Program that is currently being processed. This solicitation was issued on October 20, 2023 and closed on November 30, 2023. Staff are reviewing the proposals and will bring this item to the City Council for consideration on March 4, 2024.

The scope of work for this Agreement (32400277) includes:

- Monitoring, QA/QC, analysis and reporting of remote sensor data, including annual maintenance and calibration of equipment.
- Collection, laboratory analysis, and reporting of chlorophyll-a and phytoplankton.
- Contractor will meet with staff and stakeholders as necessary per city direction, provide QAPP QA/QC, and create CEDEN uploads.
- Consultant shall conduct five (5) toxicity testing samples, two (2) in dry weather and three (3) in wet weather.
- Additional as-needed support related to water quality monitoring and toxicity testing per city direction.

Staff has confirmed that the contractor 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.

Agreement 32400277 is a stand-alone Agreement and not an extension of previous Agreements and Amendments.

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 of this Agreement shall not exceed \$99,441.00 for the seven-month term. This agreement is being brought to the City Council for their consideration since the cumulative amount for ABC Labs this Fiscal Year will exceed \$200,000. Funding is available in the FY 2023-24 operating budgets, previously City Council-approved ARPA funding, and County of Ventura Channel Islands Harbor Water Quality Projects Funding Agreement A-8534.

As authorized in the formation documents of the Waterways Districts (Seabridge CFD, Westport CDF, Mandalay Bay WAD-1, and Harbour Island WAD-2), each district is responsible for water quality remediation. Each District's funding percentage is based on its percentage of the overall harbor surface area, represented by the waterways immediately adjacent to their respective developments. These percentages are identified below in the Financial Impact section. There is a shared common area equal to 20.09% of the total Harbor surface area to be funded through non-assessment funding, such as ARPA and County funding.

Funding Source	Percentage Share of Expense	Fund	Amount
Westport CFD-2	10.31%	120-Assessment District Org. 60203801-53200	\$10,252.37
Seabridge CFD-4	23.37%	120-Assessment District Org. 60403801-53200	\$23,239.36
Mandalay Bay WAD-1	40.71%	120-Assessment District Org. 40103801-53200	\$40,482.43
Harbour Island WAD-2	5.52%	120-Assessment District Org. 40203801-53200	\$5,489.14
Non-Special District Funding*	20.09%	Misc.	\$19,977.70
TOTAL	100.00%		\$99,441.00

**This includes City Council-authorized American Rescue Plan Act (ARPA) funding and County of Ventura funding under Agreement A-8534.*

*For Finance Use Only: * (Orgs. 1013801/ 2043801 / 3203801 Obj. 53200) Projects M2211 and G2232*

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of existing services already included in the FY 2023-24 City Council approved Special Districts budget.

Prepared by: Eric Storrie, Special Districts Manager, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32400277
2. City of Oxnard Special Districts Map
3. City of Oxnard Special Districts List
4. Presentation

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND AQUATIC BIOASSAY & CONSULTING
LABORATORIES, INC.**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Aquatic Bioassay & Consulting Laboratories, Inc. ("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.

Negotiated Sole Source Agreement for water quality monitoring, toxicity testing and consulting services related to the Channel Islands Harbor Monitoring Project

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

Aquatic Bioassay & Consulting Laboratories, Inc., ("SERVICE PROVIDER"), a corporation of the State of California, located at 29 N. Olive Street, Ventura, CA 93001

3. TERM OF AGREEMENT: From: December 20, 2023 To: June 30, 2024

3.1 Time is of the essence in this Agreement.

3.2 This Agreement does not have any options to extend.

3.3 INTENTIONALLY OMITTED

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 NOT TO EXCEED: \$99,441.00

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: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: 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: Eric Storrie	Name: Scott Johnson
Title: Special Districts Manager	Title: Laboratory Director
Phone: 805- 385-7496	Phone: 805-643-5621
Email: Eric.Storrie@Oxnard.org	Email: scott@aquaticbioassay.com
Mailing Address: 1060 Pacific Ave. Bldg. 1, Oxnard, CA 93030	Mailing Address (if differs from above):

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 is listed in Section 4 of this Agreement. 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 thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) 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, then 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 20 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. Notice shall be given in the manner set forth in section 20.

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 effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

**AQUATIC BIOASSAY AND
CONSULTING LABORATORIES, INC.**

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

Joe Freas, President _____ Date

Ashley Freas, Secretary³ _____ 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 Aquatic Bioassay and Consulting Laboratories, Inc.)
SCOPE OF SERVICES

Eric Storrie, Special District Manager/805-385-7496/Eric.Storrie@oxnard.org

The Consultant shall conduct all the following on-call activities for the Channel Islands Harbor Monitoring Project:

1. Remote Sensors

- a. Weekly data downloads, cleaning, water sampling (March 30th to October 30th) during 32 weekly visits to two RBR remote sensors at Seabridge (station 6) and Westport (station 7). Data from each sensor will be downloaded, sensors will be cleaned and water samples for chlorophyll-a and phytoplankton will be collected.
- b. Each week data will be reviewed, adjusted for drift, assessed, plotted by week and deployment time span, and delivered to the City.
- c. Sensors will be retrieved from the Harbor at the end of November and cleaned.
- d. Sensor packages will be shipped to the manufacturer for annual factory calibration. Sensors will be fixed or replaced by the manufacturer as needed.
- e. Equipment will be purchased as necessary to ensure secure deployment of sensors from the docks.

Deliverables	32 weekly visits to stations 6 and 7 to conduct cleaning, maintenance and data downloads Weekly data QC, analysis and graphics Annual factory maintenance, calibration and shipping
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2. Laboratory Analysis

- a. Chlorophyll-a analysis on weekly water samples collected from stations 6 and 7.
- b. Phytoplankton population and densities on weekly water samples collected from stations 6 and 7.
- c. Shipping.

Deliverables	64 chlorophyll-a and phytoplankton population Data delivered in spreadsheet and report format
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3. Consulting

- a. Consultant will attend virtual and, when appropriate, in person meetings with City Staff.
- b. Consultant will provide QA Officer duties for up to 50 hours for sample collection, data delivery and

amendments to the QAPP.

- c. Consultant will create CEDEN data exports for up to 55 hours. The City Project Manager will ensure the data necessary for these exports are available. Data sets that do not include all QC and ancillary data will not be submitted to CEDEN.

Deliverables	Meetings with City of Oxnard staff Perform QA Officer duties Create CEDEN data exports
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4. Toxicity Testing

As required, Consultant shall conduct five (5) toxicity testing samples throughout the fiscal years; two (2) in dry weather and three (3) in wet weather.

Deliverables	Chronic Mysid toxicity testing Program management and reporting to City staff Test results uploaded to CEDEN
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5. As Needed Services

Additional as-needed support related to water quality monitoring and toxicity testing for the Channel Islands Harbor Monitoring Project. All work under this task must be pre-authorized by designated City Representative

Aquatic Bioassay Consulting Laboratories, Inc.
City of Oxnard - Channel Islands Harbor Project
(2) Sensors @ SeaBridge Westport
Stop Gap Budget: Nov 2023 to Jun 2024

TRADE SERVICE AGREEMENT
 (City of Oxnard and Aquatic Bioassay and Consulting Laboratories, Inc.)
SCHEDULE OF COMPENSATION

Program	Phase	Task/Analyte	Personnel/Method	Price/Rate	Hours/ Samples/ Events	Project Budget	Qty Used in Period	Qty Previously Used	Qty Remaining	Current Billing	Previous Billing	Billed to Date	Remaining	% Remaining
On Call Consulting	Remote sensors (2) 2 Sensors	Weekly Data Downloads, Cleaning, Sampling: 14 weeks x 3 hrs	Senior Biologist	\$ 164	42	\$ 6,888			42	\$ -	\$ -	\$ -	\$ 6,888	100%
		Data Analysis & reporting	AET Scientist	\$ 130	12	\$ 1,560			12	\$ -	\$ -	\$ -	\$ 1,560	100%
			AET Analyst	\$ 190	12	\$ 2,280			12	\$ -	\$ -	\$ -	\$ 2,280	100%
			Dave Caron	\$ 325	8	\$ 2,600			8	\$ -	\$ -	\$ -	\$ 2,600	100%
			Scott Johnson	\$ 253	10	\$ 2,530			10	\$ -	\$ -	\$ -	\$ 2,530	100%
			Scientist	\$ 190	10	\$ 1,900			10	\$ -	\$ -	\$ -	\$ 1,900	100%
		Sensor maintenance & cleaning (In lab)	Senior Biologist	\$ 164	12	\$ 1,968			12	\$ -	\$ -	\$ -	\$ 1,968	100%
		Deployment & Maintenance Equipment		\$ 2,000	1	\$ 2,000			1	\$ -	\$ -	\$ -	\$ 2,000	100%
		Extra Sensors, cables, etc.		\$ 4,000	1	\$ 4,000			1	\$ -	\$ -	\$ -	\$ 4,000	100%
		Maintenance at ABCL - cleaning, replace sensors, etc.		\$ 4,000	1	\$ 4,000			1	\$ -	\$ -	\$ -	\$ 4,000	100%
		Task Total:		\$		29,726				\$ -	\$ -	\$ -	\$ 29,726	100%
	Laboratory Analyses (March 30th to June 30th = 14 weeks x 2 sites)	Chla	SM 10200 H	\$ 80	28	\$ 2,240			28	\$ -	\$ -	\$ -	\$ 2,240	100%
		Phytoplankton - taxa, densities	AET Lab	\$ 160	28	\$ 4,480			28	\$ -	\$ -	\$ -	\$ 4,480	100%
		Chronic 7-day Mysid Survival & Growth	EPA-821-R-02-014	\$ 815	40	\$ 32,600			40	\$ -	\$ -	\$ -	\$ 32,600	100%
		Shipping		\$ 120	5	\$ 600			5	\$ -	\$ -	\$ -	\$ 600	100%
	Task Total:			\$		39,920				\$ -		\$	39,920	0%
	Consulting	Meetings/Consulting	Dave Caron	\$ 325	10	\$ 3,250			10	\$ -	\$ -	\$ -	\$ 3,250	100%
			Scott Johnson	\$ 253	10	\$ 2,530			10	\$ -	\$ -	\$ -	\$ 2,530	100%
		QA/QC Officer Management	Senior Biologist	\$ 164	25	\$ 4,100			25	\$ -	\$ -	\$ -	\$ 4,100	100%
		CEDEEN Data Exports	Senior Biologist	\$ 164	25	\$ 4,100			25	\$ -	\$ -	\$ -	\$ 4,100	100%
	Task Total:			\$		13,980				\$ -		\$	13,980	0%
	On Call		AET Scientist	\$ 130	15	\$ 1,950			15	\$ -	\$ -	\$ -	\$ 1,950	100%
			AET Analyst	\$ 190	15	\$ 2,850			15	\$ -	\$ -	\$ -	\$ 2,850	100%
			Dave Caron	\$ 325	15	\$ 4,875			15	\$ -	\$ -	\$ -	\$ 4,875	100%
			Scott Johnson	\$ 253	10	\$ 2,530			10	\$ -	\$ -	\$ -	\$ 2,530	100%
			Scientist	\$ 190	19	\$ 3,610			19	\$ -	\$ -	\$ -	\$ 3,610	100%
	Task Total:			\$		15,815				\$ -		\$	15,815	0%
		Total Services		\$		99,441						\$	99,441	100%



EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Aquatic Bioassay and Consulting Laboratories, Inc.)

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[illegible]

[illegible]

EXHIBIT D

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and Aquatic Bioassay and Consulting Laboratories, Inc.)**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard 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 \$18.89 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, 2023**

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 \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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 E

TRADE SERVICES AGREEMENT (CITY of Oxnard and Aquatic Bioassay and Consulting Laboratories, Inc.)

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.

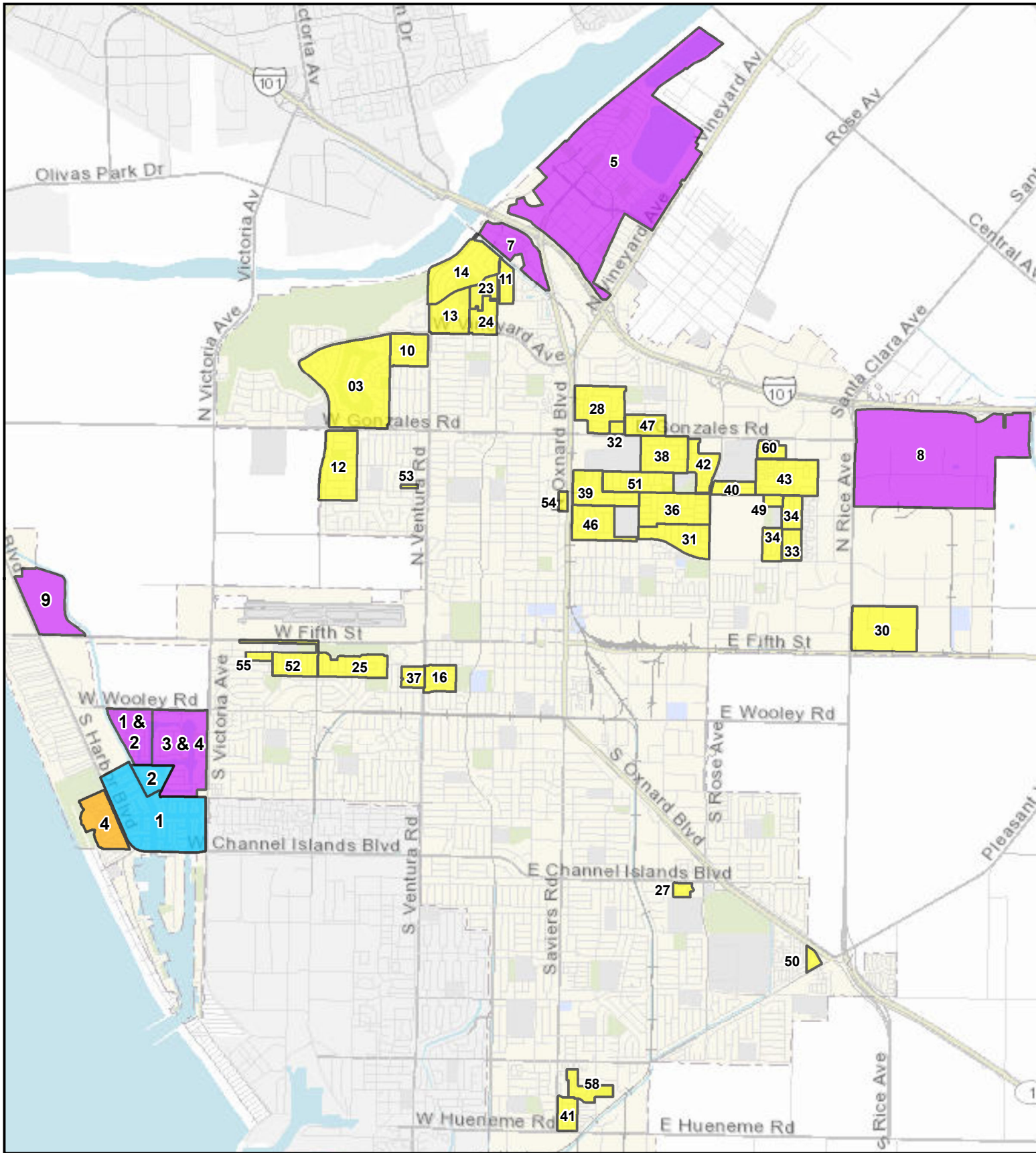
10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for 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 OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Agreement 32400277 with Aquatic Bioassay and Consulting Laboratories, Inc. for Channel Islands Harbor Water Quality Monitoring and Consulting Services

City Council
December 19, 2023

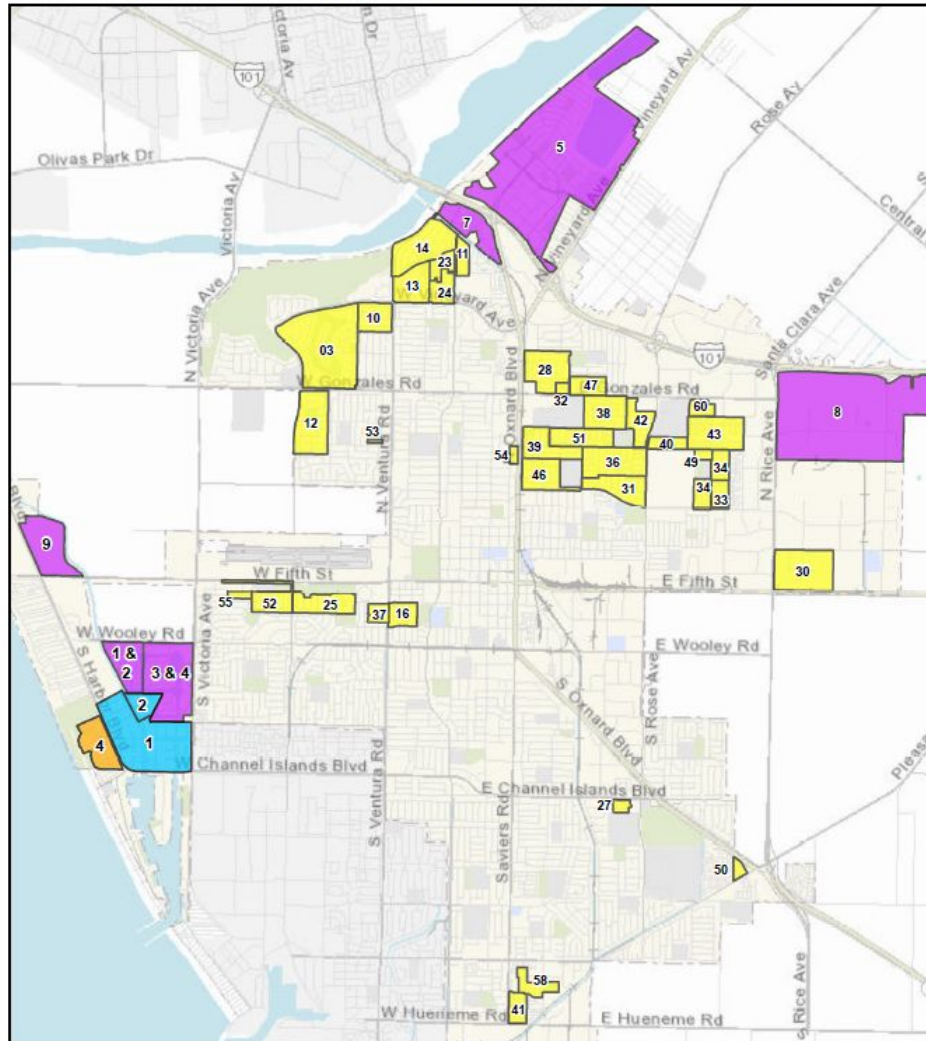
Eric Storrie
Special Districts Manager

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement 32400277 with Aquatic Bioassay and Consulting Laboratories, Inc. for Channel Islands Harbor Water Quality Monitoring and Consulting Services in the amount not to exceed \$99,441 for a seven-month term, ending June 30, 2024.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD

CITY OF OXNARD SPECIAL DISTRICTS



- Orange Maintenance Assessment District (District No.) Purple Community Facilities District (District No.)
Light blue Waterway Assessment District (Zone No.) Yellow Landscape Maintenance District (District No.)

More information
can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

BACKGROUND

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, bonded and non-bonded Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs), Waterways Maintenance Assessment Districts (WADs), and a Maintenance Assessment District (MAD-4).
- Each Special District has specific individual authorized services and improvements, including, but not limited to: park landscapes, open spaces, parkways, medians, water quality remediation and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains.

BACKGROUND

- Properties within each District are assessed an annual parcel charge for the purposes of maintaining these and other authorized services and improvements within their District.
- Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) specializes in toxicity testing, aquatic biological monitoring, and provides project management, field sampling, toxicity testing, freshwater and marine bioassessments, data management and reporting.
- Since 2020, ABC Labs has provided water quality monitoring and consulting services.

BACKGROUND

- ABC Labs performs the Chlorophyll-a analysis and the Phytoplankton population and density analysis, provides technical assistance, and uploads the reports to the Los Angeles Regional Water Quality Control Board and the California Environmental Database Exchange Network.
- This data will help determine if the Canal and the Harbor are impaired water bodies that should be identified on the State's list of impaired and threatened water bodies (303(d) list).
- If listed, the City will be able to compete for water quality grants that are offered by the State of California.

BACKGROUND

- The Channel Islands Neighborhood Council (CINC) volunteers continue to provide collection efforts of the water samples for testing at no cost to the City.
- Staff and ABC Labs are currently working to update the Quality Assurance Project Plan (QAPP) for the water sampling, testing, and recording procedures.

DISCUSSION

- This Agreement (32400277) with ABC Labs is a Sole Source Agreement based on the need to continue the State approved procedures that are identified in the QAPP.
- This agreement will provide continued Channel Islands Harbor water quality monitoring and consulting services as a stop gap between the former ABC Labs Agreement and the new solicitation (PW#24-47) for the Channel Islands Harbor Water Quality Program that is currently being processed.
- This solicitation was issued on October 20, 2023 and closed on November 30, 2023 and staff will bring this item to the City Council for consideration on March 4, 2024.

DISCUSSION

- Agreement 32400277 scope of work includes:
 - Monitoring, QA/QC, analysis and reporting of remote sensor data, including annual maintenance and calibration of equipment.
 - Collection, laboratory analysis, and reporting of chlorophyll-a and phytoplankton.
 - Contractor will meet with staff and stakeholders as necessary, provide QAPP QA/QC, and create CEDEN uploads.
 - Consultant shall conduct five (5) toxicity testing samples, two (2) in dry weather and three (3) in wet weather.
 - Additional as-needed support related to water quality monitoring and toxicity testing per city direction.

DISCUSSION

- Staff has confirmed that the contractor 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.
- Agreement 32400277 is a stand-alone Agreement and not an extension of previous Agreements and Amendments.

FINANCIAL IMPACT

- The total cost of this Agreement shall not exceed \$99,441.00 for the seven month term.
- This agreement is being brought to the City Council for their consideration since the cumulative amount for ABC Labs this Fiscal Year will exceed the staff allowable limit per the Purchasing procedures.
- Funding is available in the FY 2023-24 operating budgets, previously City Council approved ARPA funding, and County of Ventura Channel Islands Harbor Water Quality Projects Funding Agreement A-8534.

FINANCIAL IMPACT

- As authorized in the formation documents of the Waterways Districts (Seabridge CFD, Westport CDF, Mandalay Bay WAD-1, and Harbour Island WAD-2), each district is responsible for water quality remediation.
- Each District's funding percentage is based on its percentage of overall harbor surface area, represented by the waterways immediately adjacent to their respective developments.
- There is a shared common area equal to 20.09% of the total Harbor surface area to be funded through non-assessment funding, such as ARPA and County funding.

FINANCIAL IMPACT

Funding Source	Percentage Share of Expense	Fund	Amount
Westport CFD-2	10.31%	60203801-53200	\$10,252.37
Seabridge CFD-4	23.37%	60403801-53200	\$23,239.36
Mandalay Bay WAD-1	40.71%	40103801-53200	\$40,482.43
Harbour Island WAD-2	5.52%	40203801-53200	\$5,489.14
Non-Special District Funding*	20.09%	Misc.	\$19,977.70
TOTAL	100.00%		\$99,441.00



QUESTIONS