

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



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
February 27, 2024
Regular Meeting - 6:45 to 8:15 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 874 8350 5863
3. Passcode: 968281

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. 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.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. Follow Zoom details listed above.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

- b. 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, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of January 23, 2024 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Fire Department

SUBJECT: Adopt a Resolution Acknowledging receipt of a report submitted by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies. (10 minutes)

RECOMMENDATION: The Community Services, Public Safety, Housing & Development Committee recommends that the City Council adopt a resolution acknowledging receipt of a report prepared by the Oxnard Fire Department's Fire Chief concerning the inspection of specific occupancies, as mandated by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Az7pssfsdkw>

Contact: Alexander Hamilton, (805) 385-7700

2. Housing Department

SUBJECT: Second Amendment to Emergency Shelter and Navigation Center Operating Agreement 32400019. (10 minutes)

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

1. Approve and authorize the Mayor to execute the Second Amendment to Shelter and Navigation Center Operating Agreement 32400019 with Mercy House for the provision of shelter and navigation center operations to increase the Agreement from \$3,228,297 to \$3,243,102.16.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jl8WOvDqKjc>

Contact: Emilio Ramirez, (805) 385-8094

3. Housing Department

SUBJECT: Amendments to City Loan Agreements with Mercy House Living Centers for the development of a new navigation center at Casa de Carmen located at 241 West Second Street. (10 minutes)

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

1. Approve and authorize the City Manager or designee to execute the First Amendment to Permanent Local Housing Allocation Affordable Housing Loan Agreement A-8461 ("PLHA Loan Agreement") between the City and Mercy House Living Centers ("Mercy House") contingent on funding approval by the California Department of Housing and Community Development (HCD);
2. Approve and authorize the City Manager or designee to execute the First Amendment to Measure O Loan Agreement 32300146 between the City and Mercy House;
3. Approve a budget appropriation of \$537,567 in PLHA grant funds (Fund 220) to increase the loan amount for PLHA Loan Agreement A-8461 between the City and Mercy House from \$347,528 to \$885,095;
4. Approve and authorize the City Manager or designee to execute the First Amendment to Affordable Housing Loan Agreement A-8292 between the City and 2nd and B LP;
5. Approve and authorize the City Manager or designee to execute the Second Amendment to Disposition and Development Agreement A-8310 between the City, CDP Developers LLC, and the Housing Trust Fund Ventura County;
6. Approve and authorize the City Manager to execute the Second Amendment to the Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals between the City and the County of Ventura, Agreement A-8462.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/JZOEb3AD0Mc>

Contact: Emilio Ramirez, (805) 385-8094

4. Housing Department

SUBJECT: 5-Year Public Housing Agency Plan, Annual Agency Plan and Capital Fund Program

Five-Year Action Plan for Low Rent Public Housing. (10 Minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Economic Development Committee recommend that the Board of Commissioners:

1. Hold a public hearing to receive comments concerning the fifth year of the 5-Year Public Housing Agency Plan, the 2024 Capital Fund Budget, and the Capital Fund Five-Year Action Plan; and
2. Adopt a resolution:
 - a. Approving the 2024 Annual Agency Plan, 5-Year Public Housing Agency (PHA) Plan for the Housing Authority of the City of Oxnard;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with federal policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with policies and procedures of the Department of Housing and Urban Development regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2024 Capital Fund Budget and Capital Fund Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2024 Capital Fund Budget and Capital Fund Five-Year Action Plan.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/FtxwhV_k9zU

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



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

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: February 27, 2024

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

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of January 23, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 01 23 2024 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
January 23, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan A. MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bryan A. MacDonald, Member John C. Zaragoza, and Member Oscar Madrigal were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the November 28, 2023 regular meetings as presented.

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

D. REPORTS

1. City Manager Department

SUBJECT: Oxnard Convention & Visitors Bureau Agreement (July 1, 2024 - June 30, 2030).

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommended that the City Council approve Agreement No. 32400300, a 5-year agreement totaling \$1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

Ashley Golden, Assistant City Manager introduced Julie Mino Buffo, President and CEO of the Oxnard Convention and Visitors Bureau, presented the item and answered the committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. City Manager Department

SUBJECT: Citywide Wayfinding Program Approval.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee receive a presentation on the proposed ARPA-funded Citywide Wayfinding Program and recommend that City Council:

1. Approve the Citywide Wayfinding Program and authorize a prioritized implementation plan;
2. Approve an agreement with Found Design, LLC for design development, engineering and construction administration for the Wayfinding Program; and
3. Approve an agreement with Ardurra Group, Inc. for Project/Construction Management services for the Wayfinding Program.

Live presentation by Oxnard Convention and Visitors Bureau President & CEO, Julie Mino, and Found Design, LLC Design Consultant, John Bosio.

Ashley Golden, Assistant City Manager presented the item. Julie Mino Buffo, President and CEO of the Oxnard Convention and Visitors Bureau and John Bosio, Design Consultant for Found Design, LLC (participated virtually), were available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

3. Information Technology Department

SUBJECT: Oxnard 311 Performance Report.

RECOMMENDATION: That the City Council receive an update on the year 7 (and first half of year 8) performance of the Oxnard 311 Constituent Relationship Management System.

Shiri Klima, Deputy City Manager introduced Robert Ruben, Chief Information Officer who presented the item and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

4. Community Development Department

SUBJECT: Award of Agreement for the Preparation of a Comprehensive Update to the Local Coastal Program (LCP).

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a three (3) year agreement with the option for (1) one-year extension (Agreement No. 32400306) with Dudek, in an amount not to exceed \$881,875 for the preparation of a comprehensive update to the Local Coastal Program (LCP), which is reflective of updates to the Coastal Land Use Plan (LUP) and Local Implementation Plan (LIP), Chapter 17 of the Oxnard City Code (Coastal Zoning Ordinance).

Jeff Pengilley, Community Development Director introduced Kathleen Mallory, Planning and Sustainability Manager and Carolyn Groves, Coastal Planner with Dudek (participated virtually). Kathleen Mallory and Carolyn Groves presented the item and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

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

There being no further business on the agenda, and without objection, Chair Bryan A. MacDonald adjourned the meeting at 7:21 p.m.

ROSE CHAPARRO
City Clerk

BRYAN A. MACDONALD
Chair



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

REPORTS AGENDA ITEM NO. D.1

DATE: February 27, 2024

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

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

SUBJECT: Adopt a Resolution Acknowledging receipt of a report submitted by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies. (10 minutes)

RECOMMENDATION

The Community Services, Public Safety, Housing & Development Committee recommends that the City Council adopt a resolution acknowledging receipt of a report prepared by the Oxnard Fire Department's Fire Chief concerning the inspection of specific occupancies, as mandated by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Az7pssfsdkw>

BACKGROUND

On September 27, 2018, the Governor approved California Senate Bill 1205 (SB 1205), which added Section 13146.4 to the California Health and Safety Code, impacting every fire department or fire district in the state. Alongside the existing state regulation mandating annual building inspections for fire safety, the new bill stipulates that each fire department or district's administering authority (such as a City Council) must formally acknowledge receipt of the compliance report through a resolution or a similar formal document. To adhere to this new mandate, it is recommended that the City Council adopt Resolution No. _____, acknowledging receipt of a report submitted by the Fire Chief of the Oxnard Fire Department regarding the inspection of specific occupancies as required under Sections 13146.2 and 13146.3 of the California Health and Safety Code. The subject occupancies encompass public and private schools, hotels, motels, lodging houses, apartment houses, and residential care facilities.

The California State Fire Marshal, through California's Health and Safety Code, mandates annual inspections of certain occupancies. In December 2016, a deadly fire occurred at an Oakland warehouse (known as the "Ghost Ship"), resulting in the deaths of 36 people, marking the highest death toll for a structural fire in the United States in over 10 years. Investigations into this tragic incident revealed that although the State required annual inspections of various occupancies, the inspection reports were not required to be reported to any governing body, as mandated by Resolution No. _____, Inspection of Certain Occupancies (SB 1205). This lack of reporting hindered accountability and enforcement in ensuring that structural facilities complied with building safety standards. Consequently, on September 27, 2018, the Governor approved SB 1205, authored by Senator Jerry Hill, legislating the reporting of annual inspections to the administering authority (such as a City Council) through a resolution or a similar formal document.

DISCUSSION

The attached Resolution No. _____ and its adoption will serve as a formal document to fulfill the new bill's annual fire inspection reporting requirements pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code. According to this law, annual building inspections and reporting must be conducted on two groups of occupancies: Educational Group E and Residential Group R. Educational Group E occupancies consist of public and private schools used by more than six persons at one time for educational purposes through the 12th grade. Furthermore, Residential Group R occupancies encompass those containing sleeping units such as hotels, motels, lodging homes, and apartments (three units or more), including residential care facilities. In compliance with the calendar year 2023 reporting period, Group E (Educational Occupancies) had 40 buildings, structures, and/or facilities inspected. In Group R (Residential Occupancies), 670 occupancies were inspected. The educational occupancy group achieved a compliance rate of 70%, and the residential occupancy group achieved a compliance rate of 49%. Copies of the individual inspection reports can be made available to the public upon request.

It is commendable to see the City of Oxnard's dedication to fire prevention and safety measures. Achievements include: Conducting 710 annual fire inspections to meet state requirements, engaging with neighborhood councils for fire safety messaging, installing over 5,000 smoke alarms in residences, investigating 101 fires, completing over 700 construction plan checks and 500 construction permit inspections, providing 45 State Fire Marshal classes to nine personnel, integrating technological solutions to streamline inspections, and reorganizing staffing assignments to optimize resources. These efforts reflect a proactive approach to improving fire prevention and safety in Oxnard. Continued emphasis on training, staffing, and technological advancements will likely lead to further progress in meeting state mandates and enhancing community safety.

ENVIRONMENTAL IMPACT

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under the CEQA.

STRATEGIC PRIORITIES

This agenda item supports the 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 the health of our community.

FINANCIAL IMPACT

Adoption of Resolution No. _____ has no immediate fiscal impact on the City.

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

ATTACHMENTS

1. SB 1205 Resolution
2. 2023 Oxnard Fire Department Update - Prevention_SB 1205

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION ACKNOWLEDGING RECEIPT OF THE OXNARD FIRE
DEPARTMENT'S INSPECTION REPORT UNDER CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 13146.2 AND 13146.3**

WHEREAS, on September 27, 2018, the Governor approved Senate Bill 1205 (hereinafter referred to as the "Bill"), which added Section 13146.4 to the California Health and Safety Code; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Oxnard Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, or certain residential care facility for compliance with building standards; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Oxnard Fire Department, that provide fire protection services to report annually to its administering authority on compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Oxnard intends by adoption of this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Oxnard Fire Department's non-compliance with California Health & Safety Code Sections 13146.2 and 13146.3; and

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

SECTION 1. The City Council of the City of Oxnard expressly acknowledges the non-compliance of the Oxnard Fire Department with California Health & Safety Code Sections 13146.2 and 13146.3 within the jurisdiction of the City, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the City are 58 Group E occupancies, buildings, structures, and/or facilities. During the calendar year 2023, the Oxnard Fire Department completed the annual inspection of 40 Group E occupancies, buildings, structures, and/or facilities. This is a compliance rate of 70% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units and include hotels, motels, apartments (three units or more), etc., as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City, there are 1358 Group R (and their associate sub-categories) occupancies of this nature. During the calendar year of 2023, the Oxnard Fire Department completed the annual inspections of 670 Group R occupancies, buildings, structures, and/or facilities. This is a compliance rate of 49% for this reporting period.

SECTION 2. The City Clerk shall certify the adoption of this Resolution.

PASSED AND ADOPTED this ___ of March 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro
City Clerk

Stephen M. Fischer
City Attorney



2023 OXNARD FIRE DEPARTMENT UPDATE

Community Services, Public Safety, Housing & Development Committee

February 27, 2024

Fire Prevention Roles



**Enforcement of
Fire and Life
Safety Codes**



**Hazardous
Materials
Regulation**



**Construction
Review and
Inspections**



**Arson and Fire
Investigation
Services**



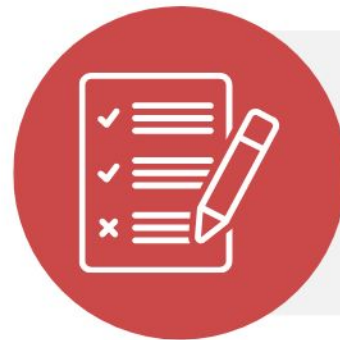
Public Education

Senate Bill 1205

In 2018, California Senate Bill 1205 (SB 1205) amended the California Health and Safety Code to require that:



The Fire Department performs annual inspections in every building used as a public or private school, hotel, motel, lodging, house, apartment house, and certain residential care facilities for compliance with building standards, and



The Department provides an update to the City Council, which acknowledges receipt of the compliance report in a resolution

Fire Prevention Roles

SB 1205 is a small portion of all of Fire Prevention responsibilities

SB
1205



**Enforcement of
Fire and Life
Safety Codes**



**Hazardous
Materials
Regulation**



**Construction
Review and
Inspections**



**Arson and Fire
Investigation
Services**



Public Education

Senate Bill 1205

2023 STATE MANDATED INSPECTIONS

RESIDENTIAL GROUP R

Occupancies encompass those containing sleeping units such as hotels, motels, lodging homes, and apartments (three units or more), including residential care facilities.

R1/R2 INSPECTIONS



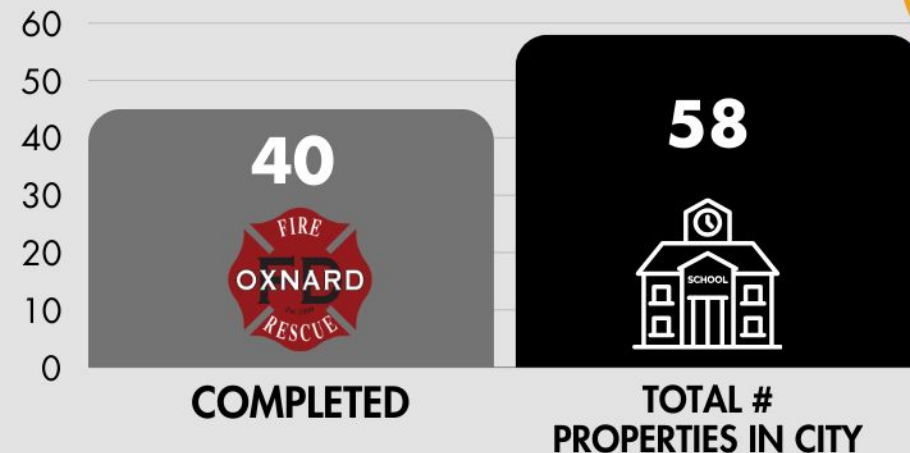
Senate Bill 1205

2023 STATE MANDATED INSPECTIONS

EDUCATIONAL GROUP E

Occupancies consist of public and private schools used by more than six persons at one time for educational purposes through the 12th grade

SCHOOLS



70%
COMPLIANCE
RATE IN 2023

How are we going to solve the problem?



TRAINING

Investment in training of current personnel to enhance personnel skills and knowledge



STAFFING ASSIGNMENTS

Reorganizing staffing assignments to optimize resources and meet demand more effectively



TEMPORARY POSITIONS

Three temporary positions can help alleviate immediate staffing shortages



FEE UPDATE

Updating City fees will allow cost recovery for services provided and relieve strain on General Fund



TECHNOLOGICAL SOLUTIONS

Exploring ways to streamline inspections through technology can improve efficiency

Fire Prevention - 2023 Highlights



Enforcement of Fire and Life Safety Codes

6,358
IDENTIFIED
OCCUPANCIES



1,162
INSPECTED IN 2023

.....

3,418
WITH NO RECORD
OF INSPECTION

Fire Prevention - 2023 Highlights



Hazardous Materials Regulation (CUPA)



878

BUSINESS IDENTIFIED
BIENNIAL INSPECTIONS REQUIRED

239

**TOTAL
INSPECTIONS
COMPLETED**



Fire Prevention - 2023 Highlights



Construction Review and Inspections

Conducted
710 ANNUAL FIRE
INSPECTIONS
to meet state
requirements



Completed over:

700 CONSTRUCTION
PLAN CHECKS



500 CONSTRUCTION
PERMIT INSPECTIONS



Fire Prevention - 2023 Highlights



Arson and Fire Investigation Services



616

TOTAL FIRES IN 2023



116

RESIDENTIAL



214

**WITHIN A
STRUCTURE**

101

**FIRES
INVESTIGATED**



28

**DETERMINED
INCENDIARY**

Fire Prevention - 2023 Highlights



Public Education



5,000

SMOKE DETECTORS
installed in residences

ON TRACK TO INSTALL OVER 7,5000

Engaging with
**NEIGHBORHOOD
COUNCILS**

for fire safety
messaging



Fire Prevention - 2023 Highlights



LOOKING AHEAD



**Prioritize how we
do inspections**



**Continue the installation
of smoke detectors**



**Listos: Trained 7 Spanish-speaking
volunteers to engage community with
one-day disaster preparedness events**

Fire Prevention - 2023 Highlights



PERSONNEL AND TRAINING



45

State Fire Marshal classes
provided to 9 personnel



Integrated technological
solutions to streamline
inspections



Integrated technological
solutions to streamline
inspections



Questions?



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

REPORTS AGENDA ITEM NO. D.2

DATE: February 27, 2024

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

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

SUBJECT: Second Amendment to Emergency Shelter and Navigation Center Operating Agreement 32400019. (10 minutes)

RECOMMENDATION

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

1. Approve and authorize the Mayor to execute the Second Amendment to Shelter and Navigation Center Operating Agreement 32400019 with Mercy House for the provision of shelter and navigation center operations to increase the Agreement from \$3,228,297 to \$3,243,102.16.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jl8WOvDqKjc>

BACKGROUND

Since January 2019, the City of Oxnard has operated a 110-bed, twenty-four hour a day shelter, which provides a safe place to sleep, shelter from the elements, meals, sanitation, and related services for individuals experiencing homelessness, at the former National Guard Armory on K Street. After being operated directly by the Housing Department staff for five months, in June 2019 the City of Oxnard procured the non-profit Mercy House to manage the shelter and navigation center operations.

On December 16, 2019, the City Council approved Agreement Number A-8194 with Mercy House to provide shelter operation services. The Agreement was subsequently amended twice before it expired on June 30, 2022. The City Council has since approved the following Agreements with Mercy House for ongoing shelter and navigation center operations for fiscal years 2022-2023 and 2023-2024:

1. Agreement Number A-8474 for Emergency Shelter and Navigation Center Operating Services was approved on June 30, 2022, and expired on June 30, 2023.
2. Emergency Shelter and Navigation Center Operating Agreement 32400019 (Agreement 32400019) was approved on June 20, 2023 and will expire on June 20, 2024. This approval included the following funding: an amount not-to-exceed \$3,228,297; \$1,100,000 in General Fund; \$1,328,297 in PLHA; and \$800,000 in California State grant funds in the amount.
3. Staff processed a First Amendment to Agreement 32400019 to reduce \$233,022 in City General Fund funding that was previously allocated for shelter operations under this agreement and replaced that funding with \$233,022 in Emergency Shelter Grant-CARES Act (ESG-CV) funds. The ESG-CV

funding was approved for this use by the City Council on December 19, 2023. The \$233,022 did not increase the overall contract amount of \$3,228,297.

DISCUSSION

Mercy House remains a committed partner with the City of Oxnard in its mission to serve Oxnard's homeless population. In order to continue in their effort to provide a high level of service for the City's homeless population as well as continue to effectively carry out their good neighbor policy, Mercy will need to increase their level of homeless outreach services in the neighboring community. This will necessitate hiring two additional staff members at an additional cost of \$14,805.16 from March 20, 2024 through June 30, 2024, which is the remaining amount of time on their Agreement with the City.

In order for the City to provide Mercy House with the additional funding necessary to hire two additional staff members, City staff recommends that the City Council approve the Second Amendment to the City's existing Agreement 3400019 with Mercy House. This Second Amendment would increase the not to exceed amount of the Agreement from \$3,228,297 to \$3,243,102.16, update the operating budget, and add the two additional outreach workers to Mercy House's scope of work.

Additional funds to pay for a budget increase of \$14,805.16 under this proposed amendment are available in the City's Permanent Local Housing Allocation (PLHA) fund. If approved, the funding sources for this Agreement will include the following:

1. General Fund - \$866,978 (reflects reduction from the First Amendment)
2. ESG-CV - \$233,022 (reflects the addition from the First Amendment)
3. PLHA - \$1,328,297 (reflects the request of the subject Second Amendment)
4. Special allocation from the State of California State - \$800,000 (same as the original Agreement)

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient project budget available in the State Housing Grant Fund (220) Permanent Local Housing Allocation to fund the amendment amount of \$14,805.16. These funds have already been designated for shelter operation services under the City's Five-Year PLHA Plan, approved by the City Council on July 21, 2020.

For Finance Use Only. State Housing Grant Fund (Org. 2208101 Obj. 53200) Project G2102

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Second Amendment to Emergency Shelter and Navigation Center Operating Agreement
2. Presentation Emergency Shelter Agreement

SECOND AMENDMENT TO EMERGENCY SHELTER AND NAVIGATION CENTER
OPERATING AGREEMENT

This Second Amendment (“Second Amendment”) to the Emergency Shelter and Navigation Center Operating Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Mercy House (“Consultant”). This Second Amendment amends the Agreement entered into on July 1, 2023 and amended on December 19, 2023, by City and Consultant.

City and Consultant agree as follows:

1. City and Consultant wish to increase the Agreement Budget by \$14,805.16 to pay for two full-time staff members to conduct homeless outreach. Therefore, the amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$3,243,102.16”
2. In the Shelter Operations Section of the “Scope of Services Exhibit” the following language is hereby added “15. Consultant will provide two full-time staff members to conduct homeless outreach in the surrounding neighborhood from March 20, 2024 through June 30, 2024.”
3. The reference to the “Rates and Costs Exhibit” everywhere it is listed in the Agreement is hereby amended to the new **Amended Rates and Costs Exhibit**. The Rates and Costs Exhibit is hereby disincorporated; instead, the new **Amended Rates and Costs Exhibit** is attached hereto and incorporated herein by this reference.
4. The reference to the “Budget and Reporting Exhibit” everywhere it is listed in the Agreement is hereby amended to the new the **Amended Budget and Reporting Exhibit**. The Budget and Reporting Exhibit is hereby disincorporated; instead, the **Amended Budget and Reporting Exhibit** is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

CONSULTANT

John C. Zaragoza

Date

Larry Haynes

Date

Mayor

CEO

Pattie Long

Date

COO

ATTEST:

Rose Chapparo

Date

City Clerk

APPROVED AS TO FORM

Stephen M. Fischer

Date

City Attorney

AMENDED RATES AND COSTS EXHIBIT

Compensation: For the term of this Agreement, City shall compensate Consultant a not-to-exceed total of \$3,243,102.16.

Terms of Payment: Consultant shall invoice City \$807,074.25 of the operating budget in the beginning of the contract year and flat fee invoices monthly according to the following for the single-site operating costs for all months from July 2023 through June 2024, inclusive. Consultant will reconcile and provide backup at the end of each quarter.

Operations Budget	\$3,243,102.16
Advance	\$807,074.25
Balance	\$2,436,027.91
Flat Fee Monthly Invoice - July 1, 2023 -February 29, 2024	\$201,768.56
Flat Fee Monthly Invoice - March 1, 2024 -June 30, 2024	\$205,469.86

AMENDED BUDGET AND REPORTING EXHIBIT

Name of Agency: Mercy House

Location Address: 351 South K Street, Oxnard, CA 93030

Project Name: Oxnard Navigation Center

Budget Narrative: Operating costs for FY 2023-24 will be financed by a combination of PLHA grant funding, Measure O, and State grant funds.

Budgeted Line Items: Total Budgeted Amount Not to Exceed \$3,243,102.16 for the purpose of this agreement, the not-to-exceed budgeted amount for Fiscal Year 2023-2024 shall be \$3,243,102.16, consisting of the following elements:

Budget Category	Authorized Budget
Shelter Staff	\$1,464,510.94
Disposal and Utilities	\$20,000.00
Rentals (showers, laundry and toilet)	\$300,000.00
Repairs and Maintenance	\$15,000.00
Cleaning supplies	\$37,000.00
Fuel and Shuttle Maintenance	\$30,000.00
Replacement Reserves	\$6,000.00
Security Guards	\$420,480.00
Animals and Veterinary	\$16,000.00
Client Meals	\$611,283.75
Client Services – Supplies	\$18,000.00
Client services - Barrier Fund	\$10,000.00
Admin -General Expenses 10%	\$294,827.47
Total	\$3,243,102.16

SECOND AMENDMENT TO EMERGENCY SHELTER AND NAVIGATION CENTER OPERATING AGREEMENT 32400019

Emilio Ramirez, Director
Housing Department
Community Services, Public Safety, Housing & Development Committee
February 27, 2024

1. Since 2019 the City of Oxnard has operated a 110-bed, twenty-four hour a day shelter, which provides a safe place to sleep, shelter from the elements, meals, sanitation, and related services for individuals experiencing homelessness, at the former National Guard Armory on K Street.
2. After being operated directly by Housing Department staff for five months, in June 2019 the City of Oxnard procured the non-profit Mercy House to manage the shelter and navigation center operations.
3. Since December 16, 2019 Mercy House has been providing shelter operation and navigation center services to the City of Oxnard under the following Agreements: A-8194, approved by the City Council on December 16, 2019 with an expiration date of June 30, 2022, Agreement A-8474, approved by the City Council on June 30, 2022 with an expiration date of June 30, 2023, and the current Agreement 32400019, approved by the City Council on June 30, 2023 with an expiration date of June 30, 2024.

1. The City's current Agreement 32400019 with Mercy House has a budget of \$3,228,297
2. Staff processed a First Amendment to Agreement 32400019 to reduce \$233,022 in City General Fund funding that was previously allocated for shelter operations. That funding was replaced with \$233,022 in Emergency Shelter Grant-CARES Act (ESG-CV) funds. The ESG-CV funding was approved for this use by the City Council on December 19, 2023. The \$233,022 **did not** increase the overall contract amount of \$3,228,297.

In order for Mercy to continue to effectively serve the City of Oxnard's homeless population and carry out their good neighbor policy, Mercy will need to hire two new outreach workers. This will require an amendment to their existing agreement with the City to include the following:

1. Increase the not to exceed amount of the City's existing Agreement with Mercy House from \$3,228,297 to \$3,243,102.16. This reflects an increase of \$14,805.16
2. Update the Agreement's operating budget and scope of work to include two full-time homeless outreach staff.

The current not to exceed amount of the Mercy House's Agreement 32400019 with the City is \$3,228,297. The funding sources for this Second Agreement, if approved, will include the following:

1. General Fund - \$866,978 (reflects reduction from the First Amendment)
2. ESG-CV - \$233,022 (reflects the addition from the First Amendment)
3. PLHA - \$1,328,297 (reflects the request of the subject Second Amendment)
4. Special allocation from the State of California State - \$800,000 (same as the original Agreement)

Funds to pay for a budget increase of \$14,895.16 under this Agreement are available in the City's existing allocation of PLHA funds and have already been designated for this use in the City's Five-Year PLHA Plan approved by the City Council on July 21, 2020.

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

1. Approve and authorize the Mayor to execute the Second Amendment to Shelter and Navigation Center Operating Agreement 32400019 with Mercy House for the provision of shelter and navigation center operations to increase the Agreement from \$3,228,297 to \$3,243,102.16



End of Presentation



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

REPORTS AGENDA ITEM NO. D.3

DATE: February 27, 2024

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

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

SUBJECT: Amendments to City Loan Agreements with Mercy House Living Centers for the development of a new navigation center at Casa de Carmen located at 241 West Second Street. (10 minutes)

RECOMMENDATION

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

1. Approve and authorize the City Manager or designee to execute the First Amendment to Permanent Local Housing Allocation Affordable Housing Loan Agreement A-8461 ("PLHA Loan Agreement") between the City and Mercy House Living Centers ("Mercy House") contingent on funding approval by the California Department of Housing and Community Development (HCD);
2. Approve and authorize the City Manager or designee to execute the First Amendment to Measure O Loan Agreement 32300146 between the City and Mercy House;
3. Approve a budget appropriation of \$537,567 in PLHA grant funds (Fund 220) to increase the loan amount for PLHA Loan Agreement A-8461 between the City and Mercy House from \$347,528 to \$885,095;
4. Approve and authorize the City Manager or designee to execute the First Amendment to Affordable Housing Loan Agreement A-8292 between the City and 2nd and B LP;
5. Approve and authorize the City Manager or designee to execute the Second Amendment to Disposition and Development Agreement A-8310 between the City, CDP Developers LLC, and the Housing Trust Fund Ventura County;
6. Approve and authorize the City Manager to execute the Second Amendment to the Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals between the City and the County of Ventura, Agreement A-8462.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/JZOEB3AD0Mc>

BACKGROUND

On March 30, 2021, the City Council approved a Disposition and Development Agreement (DDA) between the City, CDP Developers LLC, and the Housing Trust Fund Ventura County to develop a mixed-use development

known as Casa De Carmen including fifty-six permanent supportive housing units and a 110-bed overnight homeless shelter and navigation center (“Project”). City Council also approved an Affordable Housing Loan Agreement and related documents between the City and 2nd and B LP, to provide a \$1,500,000 loan for the construction of the residential units in the Project. On May 19, 2022, the City Council approved the Second Amendment to the DDA to make changes including applying the rights and obligations of the DDA to future amendments, allowing for future interests of mortgages including after foreclosures, allowing material changes, with prior City of Oxnard approval, to the development and use, and an update to the Schedule of Performance.

The original budget to build the navigation center was \$4,746,741, which was funded in partnership with the County of Ventura. The City contributed \$347,528 from the City’s Permanent Local Housing Allocation (“PLHA”) plus \$1,463,948 from the City’s Measure O fund. The County of Ventura contributed \$2,935,265. Funding for construction of the navigation center was provided to Mercy House with two loan agreements between the City and Mercy House, approved by the City Council on May 17, 2022, including a PLHA Loan Agreement in the amount of \$347,528 and a Measure O Loan Agreement in the amount of \$4,399,213. A subsequent amendment was also executed on May 17, 2022, to amend the required insurance requirements between the parties.

The City of Oxnard and the County of Ventura entered an Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals, which memorialized the contributions from the City and the County for the construction of the navigation center. If approved, HCD approval will be required to increase PLHA funding.

DISCUSSION

Casa de Carmen began construction in June 2022 and was originally estimated to be completed along with the navigation center on the ground floor in the Spring of 2024. Casa de Carmen has experienced various delays from asbestos, rain, and a lengthy approval process from Southern California Edison (SCE) for approval of the Project’s underground utility plan. SCE approval of the underground utility plan necessitated granting SCE a utility easement on City owned property adjacent to the City Library in Downtown. This action was approved by the City Council on July 27, 2023. As of the writing of this report, CDP was still awaiting final approval from SCE of their underground utility plan. Casa de Carmen is now expected to be completed in early 2025.

The subsequent build out of the navigation center is thus also delayed.

Budget Increase and Agreement Amendments

Mercy House updated the original cost estimates for the navigation center to include current costs plus amend the scope of construction by adding the installation of a grease interceptor, underground plumbing, signage and directories, permits and related fees, and legal fees. The increased budget requires amending:

1. PLHA Loan Agreement Documents

Staff proposes to amend the PLHA Loan Agreement and related documents increasing the principal loan amount from \$347,528 to \$885,095. This increases the overall navigation center construction budget from \$4,746,741 to \$5,284,308. The proposed restructure will also allow for an initial disbursement of \$500,000 for start-up development costs associated with the construction of the navigation center.

2. Measure O Loan Agreement

Recommended changes to the terms of the Measure O Loan Agreement does not increase the principal amount but the PLHA Loan Agreements does increase the navigation center budget by \$537,567. Additional proposed amendments to the Measure O Loan Agreement the PLHA Loan Agreement add time to disburse funds.

3. Affordable Housing Loan Agreement

The proposed amendments to the Affordable Housing Loan agreement between the City and 2nd & B LP will allow for the additional time needed to complete the Project and authorize the Housing Trust Fund Ventura County to assign its interest to the Housing Land Trust Ventura County.

4. Disposition and Development Agreement

The proposed amendments to the Disposition and Development Agreement between the City, CDP Developers LLC and the Housing Trust Fund Ventura County allow for the additional time needed to complete the Project and authorize the Housing Trust Fund Ventura County to assign its interest to the Housing Land Trust Ventura County.

5. Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals

This Agreement calls for the equal sharing of the cost to build and operate the new navigation center between the City and the County. Mercy House expects an increase in the annual cost to operate the new navigation center. Staff proposes to amend this agreement with the County relative to the construction of the navigation center and memorializing the budget increase of that navigation center plus allowing for the delay in construction of Casa de Carmen. The current estimate for the construction of the new navigation center increases the construction budget from \$4,746,741 to \$5,284,308, a difference of the \$537,567, which is consistent with the above-mentioned increase to the principal if the PLHA loan agreement.

Additionally, Mercy House staff projects an increase to the cost to operate the navigation center, which will require additional contributions from the County and the City. Staff will return to Council to further amend the agreement with the County to share operation cost prior to the opening of the new navigation center for such amendment. The County will also return to the Board of Supervisors for such an amendment.

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

If the proposed amended PLHA funding and First Amendment to the PLHA Loan Agreement between the City and Mercy House is approved by the City Council and HCD, a budget appropriation of \$537,567 from the City's Year 2 PLHA grant funds (Fund 220) will be required. Funding for this appropriation will be attained by reducing funds that are available, but not yet appropriated, for the Affordable Housing Gap Financing activity authorized under the grant. There are not pending, or already approved, development projects that would be affected by this appropriation.

For Finance use only: State Housing Grant Fund (Org. 2208101 Obj. 53600) Project M2102.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. First Amendment to PLHA Loan Agreement
2. Amended and Restated Promissory Note
3. Amended and Restated Regulatory Agreement
4. Amended and Restated Deed of Trust, Assignment of Rents and Security Agreement
5. First Amendment to Measure O Loan Agreement
6. First Amendment to Affordable Housing Loan Agreement

7. Second Amendment to Disposition and Development Agreement
8. Second Amendment to Agreement to Provide Financial Support for Construction Year-Round Shelter
9. Presentation

**FIRST AMENDMENT TO PLHA LOAN AGREEMENT
(HOMELESS SHELTER PROJECT)**

This First Amendment (“First Amendment”) to the PLHA Loan Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“Lender”), and Mercy House Living Centers (“Borrower”). This First Amendment amends the Agreement entered into on May 19, 2022, by Lender and Borrower.

Lender and Borrower agree as follows:

1. Lender and Borrower wish to increase the principal amount of the PLHA Loan Agreement from Three Hundred and Forty-Seven Thousand Five Hundred and Twenty-Eight Dollars (\$347,528) to Eight Hundred and Eighty-Five Thousand Ninety-Five dollars (\$885,095). Therefore, throughout the entire agreement, the amount “Three Hundred and Forty-Seven Thousand Five Hundred and Twenty-Eight Dollars (\$347,528)” is hereby deleted and replaced with “Eight Hundred and Eighty-Five Thousand Ninety-Five dollars (\$885,095).”
2. The reference to “Exhibit B” everywhere it is listed in the Agreement is hereby amended to the new Exhibit B-1. “Exhibit B” is hereby disincorporated; instead, the Exhibit B-1 is attached hereto and incorporated herein by this reference.
3. In Section 1.5 the following language “All funds must be disbursed under this Agreement on or before April 30, 2024. No funds shall be disbursed after April 30, 2024” is hereby deleted and replaced with “Disbursement of funds is for the construction of tenant improvements as described in Section 2.6 of this Loan Agreement, Borrower must diligently complete construction in pursuit of a Certificate of Occupancy.”
4. In Section 3.2, paragraph two, the reference to “no more frequently than one time per month” is hereby deleted. In Section 3.2 the following language is hereby added as the final paragraph, “Notwithstanding anything in this Section 3.2 to the contrary, Lender may, in its sole and absolute discretion, disburse up to “Five Hundred Thousand Dollars (\$500,000) of the total Loan proceeds to Borrower prior to Borrower incurring any Project costs.”
5. The reference to “Exhibit C” everywhere it is listed in the Agreement is hereby amended to the new Exhibit C-1. “Exhibit C” is hereby disincorporated; instead, the Exhibit C-1 is attached hereto and incorporated herein by this reference.
6. The reference to “Exhibit D” everywhere it is listed in the Agreement is hereby amended to the new Exhibit D-1. “Exhibit D” is hereby disincorporated; instead, the Exhibit D-1 is attached hereto and incorporated herein by this reference.
7. The reference to “Exhibit E” everywhere it is listed in the Agreement is hereby amended to the new Exhibit E-1. “Exhibit E” is hereby disincorporated; instead, the Exhibit E-1 is attached hereto and incorporated herein by this reference.
8. As so amended, the Agreement remains in full force and effect.

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

LENDER

The City of Oxnard, a municipal corporation

BORROWER

MERCY HOUSE LIVING CENTERS, a California nonprofit public benefit corporation

Alexander Nguyen, City Manager

By: Larry Haynes

Its: Chief Executive Officer

APPROVED AS TO FORM:

Stephen Fisher, City Attorney

EXHIBIT B-1
BUDGET

Loan proceeds shall be used only for the costs attributed to the development of the Shelter, as shown below, in an amount not to exceed \$885,095.

Description	Total Budget
Shelter Shell	\$844,691
Rooftop Deck	\$41,612
Shelter Tenant Improvements	\$3,580,488
Design Costs	\$232,750
Construction Oversight	\$50,000
Insurance	\$88,000
Contingency	\$446,767
Total Cost	\$5,284,308 ¹

¹ The balance of this budget will be paid with loan proceeds from a separate Loan Agreement executed between the Borrower and the Lender, in which Lender agreed to loan Borrower \$4,399,213 from Local City Measure O funds and funds provided by the County of Ventura for development of the Shelter.

EXHIBIT C-1
AMENDED AND RESTATED DEED OF TRUST

EXHIBIT D-1
AMENDED AND RESTATED PROMISSORY NOTE

EXHIBIT E-1
AMENDED AND RESTATED REGULATORY AGREEMENT

AMENDED AND RESTATED PROMISSORY NOTE**PLHA Loan Agreement****(Secured by Deed of Trust)**

\$885,095

Oxnard, California

_____, 2024

FOR VALUE RECEIVED, the undersigned, Mercy House Living Centers, a California nonprofit public benefit corporation (“Borrower”), hereby promises to pay to the order of the City of Oxnard, a municipal corporation (“Lender”), the principal sum of Eight Hundred and Eighty-Five Thousand Ninety-Five Dollars (\$885,095) or so much thereof as may be advanced by Lender pursuant to Borrower as set forth below. The term Loan as used herein, means the Loan evidenced by this Note. The Loan is made pursuant to the terms of a PLHA Loan Agreement dated as of May 19, 2022 and amended on _____, 2024 (collectively the “Loan Agreement”) and the Amended and Restated PLHA Regulatory Agreement executed concurrently herewith between Borrower and Lender on _____, 2024.

All of the provisions of this Amended and Restated Promissory Note are agreements which are secured by the Amended and Restated Deed of Trust securing this Note. A default in observance of any of the provisions is a default with consequences under the Amended and Restated Deed of Trust.

- I. WHEREAS, Borrower signed a Promissory Note on May 19, 2022 (the “Original Note”) promising to pay Lender the amount of Three Hundred Forty-Seven Thousand Five Hundred Twenty-Eight Dollars (\$347,528) (the “Original Loan”); and
- II. WHEREAS, the Original Note secured the Original Loan made pursuant to the terms of a PLHA Loan Agreement and a PLHA Regulatory Agreement (“Original Regulatory Agreement”), which were executed concurrently between Borrower and Lender; and
- III. WHEREAS, on _____, 2024 the Lender and Borrower amended the Loan Agreement increasing the Loan Agreement amount to Eight Hundred and Eighty-Five Thousand Ninety-Five Dollars (\$885,095) (the “Loan”) and executed an Amended and Restated Regulatory Agreement to replace the Original Regulatory Agreement and reflect the updated loan amount

Now therefore the Borrower agrees as follows:

1. This Amended and Restated Promissory Note completely amends and replaces that certain Original Note dated May 19, 2022. The Original Note will have no further force or effect whatsoever.

2. DEFINITIONS. Any term not defined herein shall have the meanings set forth in the Loan Agreement.
3. AMOUNT AND TIME OF PAYMENT. This Note shall bear no interest. The principal of the Loan shall be due and payable on the earlier of: (a) fifteen (15) years after the date of Project completion as evidenced by a written notice of completion provided to the Borrower by the City of Oxnard, or (b) the date the Property is sold or otherwise transferred, or (c) Borrower has failed to commence construction as set forth in Section 4.1 of the Loan Agreement, or (d) an event of default by Borrower, as defined in Section 8.1 of the Loan Agreement, which has not been cured as provided in Section 8.2 of the Loan Agreement. In the event of default by Borrower, as defined in Section 8.1 of the Loan Agreement, which has not been cured as provided for in Section 8.2 of the Loan Agreement, the principal shall be due and payable in accordance with Section 8.3 of the Loan Agreement. The foregoing notwithstanding, if Borrower remains compliant with the terms of the Regulatory Agreement, as determined by the Lender through periodic inspections of the Project and tenant files documenting occupancy by Qualifying Households, and as indicated with monitoring close-out letters from Lender to Borrower indicating compliance with the Regulatory Agreement, for the fifteen (15) year term described therein, then the principal amount of the Loan shall be forgiven.
4. DEFAULT INTEREST. In the event of a default by Borrower of any of its obligations under this Note and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Loan is repaid in full.
5. NO DEDUCTIONS, NO OFFSETS. All payments of principal and interest hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.
6. ABSENCE OF USURY. Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall comply with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan:

(a) neither Borrower nor any endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith; (b) if the maturity hereof shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) in the event that Lender or any other holder of this Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

7. PREPAYMENT. This Note may be prepaid in whole or in part without penalty or charge.
8. ATTORNEY'S FEES. Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy (including, without limitation, any action for relief from the automatic stay or any other bankruptcy proceeding) receivership, probate or other court proceedings or by any judicial or non-judicial foreclosure proceeding, or if this Note is placed in the hands of attorneys for collection after default, the Borrower and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' fees and collection costs and expenses. Should any action be brought to construe, clarify, or obtain a declaration as to the terms of this Note or the parties' obligations under it, the prevailing party in such action shall recover its reasonable attorneys' fees.
9. WAIVER OF PRESENTMENT. Borrower, and any and all endorsers, guarantors and sureties of this Note, and all other persons liable or to become liable on this Note, jointly and severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. The pleading of any statute of limitations as a defense to any demand against the makers, endorsers, guarantors and sureties is expressly waived by each and all such parties to the extent permitted by law.
10. LOSS OF NOTE. Upon notice from any holder to Borrower of the loss, theft, destruction or mutilation of this Note and, upon receipt of indemnity reasonably satisfactory to Borrower from any holder of this note (except that if Lender is the holder of this Note, an indemnification from Lender shall be sufficient) or, in the case of mutilation hereof, upon

surrender of the mutilated Note, Borrower will make and deliver a new note of like tenor in lieu of this Note.

11. SUCCESSORS AND ASSIGNS. This Note shall be binding upon and shall inure to the benefit of Borrower and Lender, and their successors and assigns.
12. SEVERABLE PROVISIONS. Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or enforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.
13. NOTICES. Notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, mail or telegram or facsimile and addressed, if to Lender, Oxnard Housing Department, 435 S. D Street, Oxnard, California 93030, or if to Borrower, at Mercy House Living Centers, 203 N Golden Circle Drive, 3rd Floor, Santa Ana, CA 92705. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by mail shall be deemed effective two (2) business days after depositing such notice, certified or registered mail, postage prepaid, properly stamped and sealed, with the United States Postal Service, properly addressed regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the recipient's address. Notice by facsimile shall be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.
14. DEFAULT. Any failure to perform any obligation of Borrower under this Note, the Deed of Trust, the Loan Agreement, or the Regulatory Agreement shall be considered a default hereunder.
15. JOINT AND SEVERAL. The obligations of Borrower in this Note shall be joint and several obligations of Borrower and of each Borrower, if more than one, and of each of Borrower's heirs, devisees, legatees, administrators, executors, personal representatives, successors and assigns.
16. GENDER. In this Note, whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.
17. TIME OF ESSENCE. Time is of the essence in this Note and the performance of each of the covenants and agreements contained herein.
18. GOVERNING LAW. This Note shall be construed and enforced in accordance with the laws of the State of California.

19. AUTHORITY. The person executing this Note represents and warrants that such person has the authority to execute this Note and bind borrower to its provisions.
20. CAPTIONS AND REFERENCES. The captions of the Paragraphs of this Note are for the purposes of convenience only and are not intended to be part of this Note and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof. All "Paragraph" references are to the paragraphs of this Note, unless otherwise indicated.
21. SECURITY. This Note is secured by a deed of trust executed concurrently herewith, encumbering the property described therein.
22. NONRECOURSE OBLIGATION. Except as expressly provided in the second paragraph of this section, the Borrower, and the Borrower's officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Note or the performance of the covenants of the Trustor under the Deed of Trust securing the Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Lender, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability for (a) fraud or willful misrepresentation; (b) the failure to pay taxes, assessments or other charges (which are not contested by Trustor in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (c) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with the Deed of Trust; (d) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (e) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

Mercy House Living Centers, a California
nonprofit public benefit corporation

Name: Larry Haynes
Its: Chief Executive Officer

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

CITY OF OXNARD
Attn: Housing Director
435 South D Street
Oxnard, California 93030

NO FEE PER GOV'T CODE SECTION 27383

APNs: 202-0-054-075 and -080

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A-8470

AMENDED AND RESTATED PLHA REGULATORY AGREEMENT

(CITY OF OXNARD)

This Amended and Restated PLHA Regulatory Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House Living Centers ("Operator"). This Amended and Restated Regulatory Agreement ("Regulatory Agreement") entered into on May 19, 2022, by City and Operator.

I. WHEREAS, Operator has a leasehold estate in and on the first floor of the building located on the improved real property located in the City of Oxnard, County of Ventura, State of California ("Property") described in Exhibit "A" attached hereto and incorporated herein by this reference; and

II. WHEREAS, On May 19, 2022 the City and Operator entered into a PLHA Loan Agreement ("Loan Agreement") in which City agreed to loan Three Hundred Forty-Seven Thousand Five Hundred Twenty-Eight Dollars (\$347,528) from funds the City received under the Permanent Local Housing Allocation (PLHA) program from the State of California in order to assist the Operator in the construction of certain tenant improvements and operation of a 110-bed homeless shelter on the Property ("Project"); and

III. WHEREAS, in further consideration for entering into the Loan Agreement and in furtherance of the purposes of the PLHA program, Operator entered into a PLHA Regulatory Agreement ("Original Agreement") with the City on May 19, 2022 and recorded the Original Agreement on June 7, 2022 as Document No. 2022000064688 in the Official Record of the Ventura County Recorder; and

IV. WHEREAS, on February 20, 2024 the City and Operator amended the Loan Agreement to increase the principal amount of the Loan to Eight Hundred and Eighty-Five Thousand Ninety-Five Dollars (\$885,095) (the "Loan"); and

V. WHEREAS, the purpose of this Regulatory Agreement is to regulate and restrict the occupancy, operation, ownership, and management of the Project in compliance with the PLHA program requirements in consideration of the Loan from the City.

NOW, THEREFORE, IN CONSIDERATION FOR THE CITY'S ASSISTANCE, OPERATOR COVENANTS AND AGREES FOR THE BENEFIT OF THE CITY AS FOLLOWS:

AGREEMENT

- 1) This Amended and Restated Regulatory Agreement completely amends and replaces that certain Original Agreement dated May 19, 2022. The Original Agreement will have no further force or effect whatsoever.
- 2) Recitals. The foregoing recitals are a part of this Regulatory Agreement.
- 3) Term. The provisions of this Regulatory Agreement shall remain in effect for a period of 15 years from the date of Project completion as evidenced by a written notice of occupancy clearance provided to the Operator by the City of Oxnard.
- 4) City Contributions. The City has provided funds for the construction of tenant improvements for a permanent 110 bed homeless shelter located on the Property.
- 5) City Conditions. The Project shall meet all City conditions rules and regulations and shall be required to have approval of the Oxnard Planning Commission and City Council as required by City ordinances, resolutions, regulations and requirements.
- 6) Compliance with PLHA Program Requirements. Operator covenants that at all times its actions regarding the Project and the use of funds provided under the Loan Agreement shall be in conformity with all PLHA program requirements, including the requirements of this Regulatory Agreement. Operator acknowledges that it is familiar with the PLHA program requirements and has access to professional advice to the extent necessary to enable Operator to fully comply with the PLHA program requirements.
- 7) Additional Operational Requirements. The Operator shall operate the Project consistent with the operational requirements contained in that certain Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals entered into by and between the County of Ventura and the City of Oxnard dated as of May 17, 2022, as may be amended from time to time. These requirements include but are not limited to the following:
 - a) Service Model
 - i) The Shelter will provide a safe place for homeless individuals to stay and stabilize while partnering with service providers to develop a plan for safe, secure and permanent housing. The primary purpose of the Shelter beyond emergency sheltering is to leverage community resources that will assist homeless individuals in quickly

securing and moving into suitable permanent housing and in achieving long-term housing stability.

- ii) City will ensure that the Shelter Operator will participate in the Ventura County coordinated entry system, Pathways to Home, and will enter all Shelter occupants into the Ventura County Homeless Management Information System.
 - iii) City will ensure that the Shelter Operator shall operate and develop the appropriate individualized case plan for each Shelter occupant that is client-centered, culturally and linguistically appropriate, trauma-informed and sensitive to the wide ranges of needs of the Shelter occupants, with the goal to transition the Shelter occupant to stable and affordable housing.
 - iv) The following competencies are integral parts of the program design and operation of the Shelter:
 - (1) Low barrier access and services.
 - (2) Housing first.
 - (3) Harm reduction.
 - (4) Trauma informed care.
 - (5) Client centered
- 8) Construction. All work on the Project shall be performed by contractors, licensed under the laws of the State of California, as Operator may employ from time to time to execute such work. Operator shall comply with all federal, State and local laws and regulations pertaining to construction of the Project, including laws relating to competitive bidding and payment of prevailing wages, to the extent the same may be applicable. All work shall be performed in a workmanlike and quality fashion, free of encumbrances and liens, in full compliance with all applicable requirements of the Uniform Building Code and the Oxnard City Code. In addition to all other obligations of Operator as set forth in this Regulatory Agreement, Operator shall seek and obtain all necessary governmental approvals for the Project and shall pay all permit application fees and development exactions then prescribed by city ordinance or resolution at the time of submittal, unless such fees or exactions are waived by City. Nothing herein excuses compliance by Operator with any or all City ordinances, resolutions or procedures in connection with development of the Project.
- 9) Maintenance. Operator shall, at all times during the term of this Regulatory Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of cause of the disrepair. Operator shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City and any of its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in reasonable manner to inspect the project.

10) Reports. Operator shall submit to the City such periodic reports as deemed necessary by City to monitor Operator's compliance with this Regulatory Agreement. The reports may include, but are not limited to:

- a) An income and expense statement for the reporting period;
- b) An annual summary of the occupancy of the Project, indicating the number of unduplicated homeless individuals assisted by the Project and their income levels, as well as the number of individuals that exited homelessness, number of seniors (age 65 and over), number of veterans and number of disabled individuals assisted by the Project. This report shall be provided on or before July 10 of every year;
- c) A report on maintenance or other issues anticipated to impact the current budget needs of the Project;
- d) Information on the status of waiting lists for the Project; and
- e) Other information as required by City to accurately monitor Operator's performance hereunder.
- f) City may conduct on-site monitoring at City's sole discretion.

11) Hold Harmless Indemnification.

- a) Operator shall at all times defend, indemnify and save City, council members, agencies, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, its council members, agencies, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Operator is not obligated to indemnify City or others for claims based upon their use of information provided by Operator, provided the information itself is accurate. Operator shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Operator enters into relating to implementation of the Project.
- b) Operator's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Borrower is obligated to indemnify and hold harmless.

12) Modifications. This Regulatory Agreement is subject to written modification and termination as necessary by City in accordance with requirements contained in any future federal or state legislation and regulations. All other modifications must be in written form and approved by both parties. To the extent that any lender to, or equity investor in, the Project requires changes to this Regulatory Agreement, which changes do not materially

affect the basic affordability, reporting, and enforcement provisions hereof, the City agrees to cooperate to effect such changes within a reasonable time.

13) Sale Of Property/Change Of Use. Operator agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Regulatory Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Regulatory Agreement shall constitute covenants which run with the land and shall be binding on Operator and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Operator further understands and agrees that the loan funds provided to Operator under this Regulatory Agreement are made on the condition that Operator and all subsequent owners, or other successors and assigns of the Property and/or Project operate the Project in accordance with the terms and conditions of this Regulatory Agreement. In the event that Operator or any of its successors and assigns violates any of these covenants, following reasonable notice and opportunity to cure, the total amount of the Loan funds shall become immediately due and payable.

14) Authority To Bind. By entering into this Regulatory Agreement, Operator certifies it is qualified and licensed to conduct business in the State of California.

15) Notice. All notices given or required to be given to this Regulatory Agreement, shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

TO CITY:

City of Oxnard Housing Department
435 South D Street
Oxnard, California 93030
Attn: Housing Director

TO OPERATOR:

Mercy House Living Centers
203 N Golden Circle Drive, 3rd Floor
Santa Ana, CA 92705
Attention: Larry Haynes

and, when addressed in accordance with this paragraph, 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 name and addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

16) Compliance With Law. Operator shall comply with all applicable laws and regulations in the implementation of this Regulatory Agreement.

- 17) Contractual Relationship. The contractual relationship between City and Operator is independent and under no circumstances shall Operator be considered an agent or partner of City.
- 18) Enforced Delay; Extension Of Times Of Performance. In addition to specific provisions of this Regulatory Agreement, performance by any of the parties hereunder shall not be deemed to be in default, and all performance and other dates specified in this Regulatory Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargos, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or omissions of another party, acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Regulatory Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Regulatory Agreement may also be extended in writing by the mutual agreement of City's Housing Director and Operator.
- 19) Benefit Of Agreement. This Regulatory Agreement and every provision hereof is for the exclusive benefit of Operator and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Operator's or City's obligations under this Regulatory Agreement.
- 20) Enforcement Of Agreement. If any terms, provisions, conditions or covenants in this Regulatory Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Regulatory Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 21) Governing Law. The terms of this Regulatory Agreement shall be interpreted according to the laws of the State of California.
- 22) Rights of Mortgage Holders. The provisions of these Covenants do not limit the right of the holder of any mortgage, deed of trust or other lien or encumbrance to exercise any of its remedies for the enforcement of any pledge or lien upon the Property, recorded prior in time to this Regulatory Agreement or to which this Regulatory Agreement has been subordinated in writing.
- 23) City Successors. City, its successors and assigns, is deemed the beneficiary of the covenants contained herein, without regard to technical classification and designation. The covenants

shall run in favor of City, its successors and assigns, without regard to whether City has been, remains, or is an owner of any land or interest therein.

24) Modification. City and its successors and assigns, and Operator and its successors and assigns shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in these covenants without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property: provided, however, that the obligations set forth in paragraph 21 shall not be subject to modification without the consent of any affected lienholder.

25) No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, familial status, medical condition, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Operator itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number use or occupancy of buyers, tenants, lessees, subtenants, sublessees, or vendees of the Property.

The Operator shall refrain from restricting the rental, sale or lease of the Property to any person on the basis of race, color, religion, ancestry, familial status, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

“The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.0 of the Government code, in the sale, lease sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lesses, subtenants, sublesses, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

26) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original.

(Signatures appear on next page)

IN WITNESS WHEREOF, City and Operator have executed this Regulatory Agreement.

(NOTARIZATION REQUIRED)

CITY

The City of Oxnard, a municipal
corporation

OPERATOR

MERCY HOUSE LIVING CENTERS, a
California nonprofit public benefit
corporation

Alexander Nguyen, City Manager

By: Larry Haynes

Its: Chief Executive Officer

APPROVED AS TO FORM:

Stephen Fisher, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A leasehold estate as created by that certain Lease dated June 3, 2022, executed by and between 2nd & B, LP, a California limited partnership, as Landlord, and Mercy House Living Centers, a California nonprofit public benefit corporation, as Tenant, as evidenced by that certain "Memorandum of Lease" recorded concurrently with this document in the Official Records of the County of Ventura, California, in and to the first floor of the building located on the following described real property:

PARCEL 1 as shown on lot merger PZ 20-310-08, recorded on May 24, 2022 as Instrument No. 2022000060527 of official records, County of Ventura, State of California, more particularly described as follows:

LOTS 9, 10 and 11 of block 12, as shown on a map of the north addition to the Town of Oxnard, County of Ventura, State of California, recorded in book 5, page 7, of miscellaneous records (maps), in the office of the County Recorder of said county. Excepting all uranium, thorium and other fissionable materials, all oil, gas, petroleum, asphaltum, and other hydrocarbon substances and other minerals and mineral ores of every kind and character, whether similar to these herein specified or not, within or underlying, or which may be produced from the hereinbefore described land, together with the right to use that portion only of said land which underlies a plane parallel to and five hundred (500) feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said uranium, thorium, and other fissionable materials, oil, gas, petroleum, asphaltum, and other mineral or hydrocarbon substances from said land, it being expressly understood and agreed that said associated southern investment company, its successors and assigns, shall have no right to enter upon 'the surface of said land, or to use said land or any portion thereof to said depth of five hundred (500) feet, for any purpose whatsoever, as excepted and reserved in that certain deed from associated southern investment company to the City of Oxnard, dated June 20, 1974 and recorded June 28, 1974, in book 4281, page 515 of official records.

APN: 202-0-054-075 AND 080

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Oxnard, Housing Department
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

Request recording without fee. Record for
the benefit of the City of Oxnard pursuant to
Government Code Section 27383

APN: 202-0-054-075 AND 080

A-8461

(Space above this line for Recorder's use only)

**AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT OF RENTS, AND
SECURITY AGREEMENT**

(PLHA Loan Homeless Shelter Project)

THIS AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("Deed of Trust") is made as of this _____ day of _____, 2024, by Mercy House Living Centers, a California nonprofit public benefit corporation ("Trustor"), to Fidelity National Title Company, a California corporation as trustee ("Trustee"), for the benefit of the City of Oxnard, a municipal corporation ("Beneficiary").

I. WHEREAS, Trustor signed a Deed of Trust, Assignment of Rents and Security Agreement on May 19, 2022 (the "Original Deed of Trust") and recorded the Original Deed of Trust on June 7, 2022 as Document No. 2022000064690 in the Official Record of the Ventura County Recorder securing a Loan pursuant to the terms of a PLHA Loan Agreement (Homeless Shelter Project) (the "Loan Agreement"), PLHA Regulatory Agreement ("Original Regulatory Agreement"), and Promissory Note (the "Original Note") promising to pay Beneficiary the amount of Three Hundred Forty-Seven Thousand Five Hundred Twenty-Eight Dollars (\$347,528); and

II. WHEREAS, on May 19, 2023 Beneficiary and Trustor concurrently executed the Loan Agreement and Regulatory Agreement and Trustor signed the Original Note; and

III. WHEREAS, on _____, 2024 the Beneficiary and Trustor amended the Loan Agreement and replaced the Original Regulatory Agreement and Original Note with an Amended and Restated PLHA Regulatory Agreement and an Amended and Restated Promissory Note increasing the Loan Agreement amount to Eight Hundred and Eighty-Five Thousand Ninety-Five Dollars (\$885,095) (the "Loan").

Now therefore the Trustor agrees as follows:

GRANT IN TRUST

1. This Amended and Restated Deed of Trust (Deed of Trust) completely amends and replaces that certain Original Deed of Trust dated May 19, 2022. The Original Deed of Trust will have no further force or effect whatsoever.

2. GRANT. Trustor, in consideration of the indebtedness referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in the leasehold estate in and to the first floor of the building located on the improved real property located in the County of Ventura, State of California, more particularly described in Exhibit A and incorporated herein by this reference (the "Property")

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, paneling, cabinets, (provided, however, that Trustor shall have the right to remove, if necessary, such fixtures, furnishings, and equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any such material and equipment purchased with the Loans' proceeds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all rents and income generated by the Property or improvements thereon (subject however to the assignment of rents to Lender contained herein); all leases, subleases and rental agreements covering the Property or any portion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance rentals, accounts, or payments of similar nature with respect to such leases, subleases, or rental agreements; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any street, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible property and rights relating to the Property or operations on the Property, including trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction on the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction of improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or any hazardous materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the "Security."

OBLIGATIONS SECURED

3. OBLIGATIONS. Trustor makes this grant for the purpose of securing the following obligations:
- a. Repayment of the indebtedness of Trustor to Beneficiary in the principal sum of Eight Hundred and Eighty-Five Thousand Ninety-Five Dollars (\$885,095), with interest thereon, evidenced by a promissory note executed by Trustor on file at the offices of Beneficiary and hereby incorporated by reference into this Deed of Trust (the “Note”); and
 - b. Payment of any sums advanced by Beneficiary to protect the security and priority of this Deed of Trust; and
 - c. Performance of every obligation, covenant or agreement of Trustor contained in the Loan Agreement between Trustor and Beneficiary, this Deed of Trust, the Regulatory Agreement, and the Note, including all modifications, extensions and renewals of these obligations (collectively, the “Loan Documents”); and
 - d. Performance of any other obligation or repayment of any other indebtedness of Trustor to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this Deed of Trust; and
 - e. Performance of any obligations of Trustor in any other agreements with respect to financing of the Property the Security the absence of which would adversely affect Beneficiary, whether or not Beneficiary is a party to such agreements.

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

4. ASSIGNMENT. As additional security, Trustor hereby assigns to Beneficiary: (a) all of the rents, revenues, profits, and income from the Security, any deposits now or hereafter in Trustor’s possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the “Rents”); and (b) the right to enter, take possession of, and manage the Security; provided however that Trustor shall have, before an Event of Default, as defined herein, the exclusive right to possess the Security and to collect Rents and use them in accordance with the Loan Documents. This assignment is intended to be an absolute and present transfer of Trustor’s interest in existing and future Rents, effective as of the date of this Deed of Trust.
- 5) ENFORCEMENT. Upon the happening of an Event of Default which remains uncured after expiration of the applicable cure period pursuant to the terms of the Note or other Loan Documents, Beneficiary may, in addition to other rights and remedies permitted by the Note, this Deed of Trust, or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the costs and expenses of operation of the Security, including reasonable attorneys’ fees, and pay off any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine and/or (c) Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security, subject to the rent restrictions imposed against the Property.

- 6) **APPOINTMENT OF A RECEIVER.** In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.
- 7) **NO WAIVER OF POWER OF SALE.** The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

- 8) **GRANT.** This Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the Commercial Code, and Trustor hereby grants Beneficiary a security interest in said items. Beneficiary may file a copy of this Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary at Beneficiary's request any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, Trustor shall not create or permit any other security interest in said items. This Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the California Commercial Code.
- 9) **REMEDIES.** Upon Trustor's breach of any obligation or agreement in the Loan Documents, after expiration of any applicable cure period, Beneficiary shall have the remedies of a secured party under the Commercial Code and at Beneficiary's option may also invoke the remedies provided for elsewhere in this Deed of Trust with respect to said items. Beneficiary may proceed against the items of real property and personal property specified above separately or together and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

- 10) **PERFORMANCE OF SECURED OBLIGATION.** Trustor shall promptly perform each obligation secured by this Deed of Trust in accordance with the Loan Documents.
- 11) **PAYMENT OF PRINCIPAL AND INTEREST.** Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the Note.
- 12) **MAINTENANCE OF THE SECURITY.** Trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be maintained and preserved in good

condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. Trustor shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. Trustor shall not commit or permit waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this Deed of Trust, Beneficiary and after any applicable cure periods, may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

- 13) INSPECTION OF THE SECURITY. Trustor shall permit Beneficiary to enter and inspect the Security during normal business hours for compliance with these obligations upon at least 24 hours advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.
- 14) LIENS, ENCUMBRANCES, AND CHARGES. Trustor shall discharge any lien or encumbrance not approved by Beneficiary in writing that may attain priority over this Deed of Trust, as provided in the Note.
- 15) DEFENSE AND NOTICE OF CLAIMS AND ACTIONS. Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding and of any condemnation offer or action with respect to the Security upon Trustor's receipt of notice thereof.
- 16) SUITS TO PROTECT THE SECURITY. Beneficiary shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or the rights of Beneficiary, (b) to preserve or protect its interest in the Security and in the Rents, and (c) to restrain the enforcement of or compliance with any governmental legislation, regulation, or order, if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or be prejudicial to the interest of Beneficiary.
- 17) DAMAGE TO SECURITY. Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to the Security. If any building or improvements erected on the Property is damaged or destroyed by an insurable cause, Trustor shall, at its cost and expense, repair or restore said buildings and improvements consistent with the original plans and specifications if Trustor reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be complete within one (1) year thereafter. Subject to Trustor's election to rebuild, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Trustor shall make up the deficiency.
- 18) TITLE. Trustor warrants that Trustor lawfully has legal title to the Security without any limitation on the right to encumber other than those limitations set forth in the Loan Documents or other financing documents approved by Lender.

- 19) GRANTING OF EASEMENTS. Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law.
- 20) TAXES AND LEVIES. Trustor shall pay prior to delinquency, all taxes, fees, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security. However, Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any contested liabilities. In the event that Trustor fails to pay any of the foregoing items, Beneficiary may, but shall be under no obligation to, pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.
- 21) INSURANCE. Trustor shall procure or cause to be procured, and maintain or cause to be maintained, throughout the term of the Note, insurance against loss or damage to any structure constituting any part of the Property by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to the replacement cost (without deduction for depreciation) of all structures constituting any part of the Property, excluding the cost of excavations, of grading and filling and of the land, but in any event, shall be in an amount and in a form sufficient, in the event of total or partial loss, to enable the Trustor to restore the Property to the condition existing before such loss. The Trustor may, in its discretion and with the written consent of Beneficiary, insure the Property under blanket insurance policies which insure not only the Property but also other properties as long as such blanket insurance policies comply with the requirements of this Section 21. All policies of insurance required by this Section shall provide that all proceeds thereunder shall be payable to the Beneficiary pursuant to a lender's loss payable endorsement substantially in a form approved by Beneficiary. Each insurance policy required hereunder shall require that the Beneficiary be given thirty (30) days' notice of any intended cancellation thereof or reduction of the coverage provided thereby. The Trustor shall provide Beneficiary with copies of such policies upon request. In the event Trustor fails to maintain the full insurance coverage required by this Deed of Trust, Beneficiary, after at least seven (7) business days prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

22) CONDEMNATION. Subject to the rights of any senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain ("Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the amounts so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust.

Notwithstanding anything to the contrary set forth herein, Beneficiary shall, prior to the application of the Funds or any portion thereof to the indebtedness or other obligations, apply such portion of the Funds as is reasonable and necessary to repair and preserve the value, marketability and rentability of the Security. Trustor shall have the right to rebuild the Property, and to use all available condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loans in balance and rebuild the Property in a manner that provides adequate security to Lender for repayment of the Loans or, if such proceeds are insufficient or such security is inadequate, then Trustor shall have funded any deficiency and/or provided additional security; (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement; and (c) no material default then exists under the Loan Documents other than any default which is a direct result of the condemnation.

23) ACCELERATION ON TRANSFER OF SECURITY. In the event that Trustor, without the prior written consent of the Beneficiary, sells, agrees to sell, transfers, or conveys its interest in the Security or any part thereof or interest therein, Beneficiary may at its option declare all sums secured by this Deed of Trust to be immediately due and payable. This option shall not apply in case of:

- a) The grant of a leasehold interest to qualifying households who will occupy units in the Property as provided for under the Loan Documents; or
- b) Sale or transfer of fixtures or personal property pursuant to the grant provisions in this Deed of Trust. Consent to one (1) sale or transfer shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

24) RECONVEYANCE BY TRUSTEE. This trust is intended to continue for the entire term of the Loan. Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

25) EVENTS OF DEFAULT. Any of the events listed in the Note or the Loan Agreement as an Event of Default shall also constitute an Event of Default under this Deed of Trust. Trustor's limited partners shall have the same notice and cure rights contained in the Loan Agreement.

- 26) ACCELERATION OF MATURITY. Upon the happening of an Event of Default which has not been cured within the times and in the manner provided in the Note, Beneficiary may declare all sums advanced to Trustor under the Note and this Deed of Trust immediately due and payable.
- 27) BENEFICIARY'S REMEDIES. Subject to the limitations set forth in the Note and upon the happening of an Event of Default which has not been cured within the times and in the manner provided in the Note, Beneficiary may, in addition to other rights and remedies permitted by the Note, or applicable law, proceed with any or all of the following remedies:
- a. Enforce the assignment of rents and right to possession as provided for in this Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents;
 - b. Enter the Security and take any actions necessary in its judgment to complete construction on the Security, either in person or through a receiver appointed by a court;
 - c. Disburse from the Loans' proceeds any amount necessary to cure any monetary default under this Deed of Trust, or the Note;
 - d. Commence an action to foreclose this Deed of Trust pursuant to California Code of Civil Procedure Section 725(a) *et seq.*, as amended, and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;
 - e. Deliver to Trustee a written declaration of Default and demand for sale, and a written Notice of Default and election to cause Trustor's interest in the Security to be sold and exercise its power of sale as provided for below; or
 - f. Pursue any other rights and remedies allowed at law or in equity.
- 28) FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the power of sale contained in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (the deposit of which shall be deemed to constitute evidence that the unpaid sums disbursed under the Notes are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said notice of sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as they may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone the sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

- 29) APPLICATION OF SALE PROCEEDS. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: first, to the payment of all sums then secured by this Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines; and second, the remainder, if any, to the person or persons legally entitled thereto.
- 30) REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

GENERAL PROVISIONS

- 31) GOVERNING LAW. This Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.
- 32) STATEMENT OF OBLIGATION. Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.
- 33) CONSENTS AND APPROVALS. Any consent or approval of Beneficiary required under this Deed of Trust shall not be unreasonably withheld.
- 34) TIME. Time is of the essence in this Deed of Trust.
- 35) NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Trustor and Beneficiary shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows:

BENEFICIARY:

City of Oxnard
435 S. D Street
Oxnard, CA 93030
Attn: Housing Director

TRUSTOR:

Mercy House Living Centers
203 N Golden Circle Drive, 3rd Floor
Santa Ana, CA 92705
Attn: Larry Haynes

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 35. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

- 36) **BINDING UPON SUCCESSORS.** All provisions of this Deed of Trust shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of Trustor, Trustee, and Beneficiary.
- 37) **WAIVER.** Any waiver by Beneficiary of any obligation of Trustor in this Deed of Trust must be in writing. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or default of Trustor or to pursue any remedy allowed under the Deed of Trust or applicable law. Any extension of time granted to Trustor to perform any obligation under this Deed of Trust shall not operate as a waiver or release Trustor from any of its obligations under this Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.
- 38) **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Deed of Trust must be in writing, and shall be made only if mutually agreed upon by Beneficiary and Trustor.
- 39) **NOTE CONTROLS.** If there is any contradiction between this instrument and the Note, the terms of the Note shall control, except that Trustor shall have no defense or claim that this instrument does not establish a valid lien on the Property or the Security.
- 40) **DEFINITIONS.** Capitalized terms not otherwise defined in this Deed of Trust shall have the same meaning as defined terms in the Loan Agreement.
- 41) **PROOFS OF CLAIM.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.
- 42) **SEVERABILITY.** Every provision of this Deed of Trust is intended to be severable. If any term or provision of this Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt and all payments made on the debt (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first paid or applied to the payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.
- 43) **SUBSTITUTION OF TRUSTEE.** Beneficiary may from time to time appoint another trustee to act in the place and instead of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee.

44) ACCEPTANCE BY TRUSTEE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

45) Intentionally omitted.

46) NONRECOURSE OBLIGATION. Except as expressly provided in the second paragraph of this section, the Trustor, and the Trustor's officers, directors, employees, partners and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Note or the performance of the covenants of the Trustor under the Deed of Trust securing the Note. The sole recourse of the Beneficiary with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Beneficiary, or (b) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Trustor of personal liability for (a) fraud or willful misrepresentation; (b) the failure to pay taxes, assessments or other charges (which are not contested by Trustor in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (c) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with the Deed of Trust; (d) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (e) payment to the Beneficiary of any rental income or other income arising with respect to the Property received by the Trustor after the Beneficiary has given notice to the Trustor of the occurrence of an Event of Default, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

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IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR

Mercy House Living Centers, a California nonprofit
public benefit corporation

By: _____
Larry Haynes, President/CEO

Signature must be notarized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A leasehold estate as created by that certain Lease dated June 3, 2022, executed by and between 2nd & B, LP, a California limited partnership, as Landlord, and Mercy House Living Centers, a California nonprofit public benefit corporation, as Tenant, as evidenced by that certain "Memorandum of Lease" recorded concurrently with this document in the Official Records of the County of Ventura, California, in and to the first floor of the building located on the following described real property:

PARCEL 1 as shown on lot merger PZ 20-310-08, recorded on May 24, 2022 as Instrument No. 2022000060527 of official records, County of Ventura, State of California, more particularly described as follows:

LOTS 9, 10 and 11 of block 12, as shown on a map of the north addition to the Town of Oxnard, County of Ventura, State of California, recorded in book 5, page 7, of miscellaneous records (maps), in the office of the County Recorder of said county. Excepting all uranium, thorium and other fissionable materials, all oil, gas, petroleum, asphaltum, and other hydrocarbon substances and other minerals and mineral ores of every kind and character, whether similar to these herein specified or not, within or underlying, or which may be produced from the hereinbefore described land, together with the right to use that portion only of said land which underlies a plane parallel to and five hundred (500) feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said uranium, thorium, and other fissionable materials, oil, gas, petroleum, asphaltum, and other mineral or hydrocarbon substances from said land, it being expressly understood and agreed that said associated southern investment company, its successors and assigns, shall have no right to enter upon the surface of said land, or to use said land or any portion thereof to said depth of five hundred (500) feet, for any purpose whatsoever, as excepted and reserved in that certain deed from associated southern investment company to the City of Oxnard, dated June 20, 1974 and recorded June 28, 1974, in book 4281, page 515 of official records.

APN: 202-0-054-075 AND 080

**FIRST AMENDMENT TO MEASURE O LOAN AGREEMENT
(HOMELESS SHELTER PROJECT)**

This First Amendment (“First Amendment”) to the Measure O Loan Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation (“Lender”), and Mercy House Living Centers (“Borrower”). This First Amendment amends the Agreement entered into on May 19, 2022, by Lender and Borrower.

Lender and Borrower agree as follows:

1. The reference to “Exhibit B” everywhere it is listed in the Agreement is hereby amended to the new Exhibit B-1. “Exhibit B” is hereby disincorporated; instead, the Exhibit B-1 is attached hereto and incorporated herein by this reference.
2. In Section 1.4 the following language “All funds must be disbursed under this Agreement on or before April 30, 2024. No funds shall be disbursed after April 30, 2024” is hereby deleted and replaced with “Disbursement of funds is for the construction of tenant improvements as described in Section 2.6 of this Loan Agreement, Borrower must diligently complete construction in pursuit of a Certificate of Occupancy.”
3. In Section 3.2, paragraph two, the reference to “one time per month” is hereby deleted.
4. As so amended, the Agreement remains in full force and effect.

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

LENDER

The City of Oxnard, a municipal corporation

BORROWER

MERCY HOUSE LIVING CENTERS, a California nonprofit public benefit corporation

Alexander Nguyen, City Manager

By: Larry Haynes

Its: Chief Executive Officer

APPROVED AS TO FORM:

Stephen Fisher, City Attorney

EXHIBIT B-1
BUDGET

Loan proceeds shall be used only for the costs attributed to the development of the Shelter, as shown below, in an amount not to exceed \$4,399,213.

Description	Total Budget
Shelter Shell	\$844,691
Rooftop Deck	\$41,612
Shelter Tenant Improvements*	\$3,580,488
Design Costs	\$232,750
Construction Oversight	\$50,000
Insurance	\$88,000
Contingency	\$446,767
Total Cost	\$5,284,308 ¹

¹ The balance of this budget will be paid with loan proceeds from a separate Loan Agreement executed between the Borrower and the Lender, in which Lender agreed to loan Borrower \$885,095 from the Permanent Local Housing Allocation ("PLHA") program from the State of California in order to increase the affordable housing stock in the City of Oxnard.

**FIRST AMENDMENT TO AFFORDABLE HOUSING LOAN AGREEMENT
(2ND AND B STREET PROJECT)**

This First Amendment (“First Amendment”) to the Affordable Housing Loan Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____ 2024, by and between the City of Oxnard, a municipal corporation (“Lender”), and 2nd & B LP, a California limited partnership (“Borrower”). This First Amendment amends the Agreement entered into on May 19, 2022, by Lender and Borrower.

Lender and Borrower agree as follows:

1. In Section 4.13 the following language “In any event construction of the Project must be completed no later than May 1, 2024, any unavoidable delay notwithstanding” is hereby deleted and replaced with “Borrower must diligently complete construction of the Project as described in Recital B of this Agreement in pursuit of a Certificate of Occupancy.”
2. As so amended, the Agreement remains in full force and effect.

(Signatures appear on the following page)

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

LENDER

The City of Oxnard, a municipal corporation

BORROWER

2ND & B LP, a California limited partnership

By: 2nd & B CDP LLC, a California limited company

Its: Administrative General Partner

By: Community Development Partners, a California corporation

Its: Sole Managing Member

Alexander Nguyen, City Manager

By: Kyle Paine

Its: President

2nd & B MERCY HOUSE CHDO LLC, a California limited liability company

Its: Administrative General Partner

By: Mercy House CHDO, Inc., a California nonprofit public benefit corporation

Its: Sole Managing Member

Approved as to form

2nd & B MERCY HOUSE CHDO LLC, a California limited liability company

Stephen Fisher, City Attorney

By: Larry Haynes

Its: Chief Executive Officer

SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (“Amendment”) is entered into in Ventura County, California, as of _____, 2024 by and among the CITY OF OXNARD, a municipal corporation (“City”), HOUSING TRUST FUND VENTURA COUNTY, a California nonprofit public benefit corporation (“Trust Fund”) and CDP DEVELOPERS, LLC a California limited liability company (“Developer”), who are sometimes referred to herein as the “Parties” and each a “Party”, with respect to the following facts:

RECITALS

A. WHEREAS, the Parties previously entered into that certain Disposition and Development Agreement dated March 30, 2021 (“Agreement”) and executed the First Amendment to the Agreement on May 19, 2022; and

B. WHEREAS, the First Amendment to the Agreement included an amended and restated Schedule of Performance; and

C. WHEREAS, additional time is needed to complete construction of the Site as defined in the original Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants, representations, warranties and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Schedule of Performance. The reference to “Exhibit A” everywhere it is listed in the Agreement is hereby amended to the new “Exhibit A-1.” “Exhibit A” is hereby disincorporated; instead, “Exhibit A-1” is attached hereto and incorporated herein by this reference.
2. Trust Fund is authorized to transfer its fee interest in the Site, and to transfer its rights, title, interest, duties or obligations in the ground lease dated as of June 2, 2022 between Trust Fund and 2nd & B LP, a California limited partnership (“Ground Lease”), to Housing Land Trust Ventura County, a California nonprofit public benefit corporation (“Land Trust”) or to a single-member limited liability company of which the Land Trust or the Trust Fund is the sole member. The parties will work together in good faith to promptly execute, and record against the Site, if applicable, any consents, assignments, amendments, or instruments or documents to memorialize such transfer, including but not limited to any assignment, assumption or amendment of Agreement Containing Covenants dated May 19, 2022, assignment, assumption and amendment of Ground Lease, and amendment to memorandum of such Ground Lease.
3. As amended the Agreement remains in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

“CITY”

CITY OF OXNARD, a municipal
corporation

By: Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: Stephen Fisher, City Attorney

“TRUST FUND”

HOUSING TRUST FUND VENTURA
COUNTY, a California nonprofit public benefit
corporation

By: Linda Braunschweiger

Its: CEO

“DEVELOPER”

CDP DEVELOPERS, LLC, a California limited
liability company

By: Kyle Paine

Its: Managing Member

Exhibit A-1

Amended and Restated Schedule of Performance

***The dates below are approximate dates**

2020 Milestone

Receive Design Development Review (DDR) and Lot Line Adjustment (LLA), Density Bonus and Special Use Permit Entitlements

2021

January – Receive Conditional Project Based Voucher Approval

January - Submit No Place Like Home (NPLH) Application to the California Department of Housing and Community Development (HCD)

March – Receive City Funding Commitment

June - Receive NPLH Award

August - Submit 4% Tax Credit Allocation Committee (TCAC) Application

October - Receive 4% Allocation and Execute the Donation Agreement

2022

June - Close on Construction Financing

June – Execute Ground Lease Concurrently with Close on Construction Financing

June – Close on Donation Agreement Concurrently with Close of Construction Financing

June - Begin Construction

2025

First Quarter of 2025 - Construction Completion

Second Quarter of 2025 - Lease-Up Completion of Permanent Supportive Housing Units
Financing and Ground Lease

If the Developer is unable to close on construction financing and successfully negotiate a ground lease by April 2022 with the End Recipient, then Developer must close on construction financing and successfully negotiate a ground lease with the End Recipient by no later than April 30, 2025 or this agreement will automatically terminate in accordance with section 6.2.2 of the DDA.

**SECOND AMENDMENT TO AGREEMENT TO PROVIDE FINANCIAL SUPPORT
FOR THE CONSTRUCTION AND OPERATION OF A PERMANENT, YEAR-ROUND
SHELTER SERVING HOMELESS INDIVIDUALS**

This SECOND AMENDMENT TO AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE CONSTRUCTION AND OPERATION OF A PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS (“Amendment”) is entered into in Ventura County, California, as of _____, 2024 by and among the CITY OF OXNARD, a municipal corporation (“City”), and the County of Ventura (“County”) (City and County each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Parties previously entered into that certain Agreement Number A-8462 to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals” on May 17, 2022, (“Agreement”) and First Amendment to this Agreement effective May 17, 2022 (“Amendment #1”); and

B. WHEREAS, the Agreement was executed between the Parties to meet the growing challenge of homelessness by enabling the County to provide the City with financial assistance for the construction of tenant improvements, and operation costs for a permanent year-round shelter for homeless individuals on the bottom floor of the Casa de Carmen mixed-use development Project located at 241 West Second Street, Oxnard, CA 93030 (“Shelter”); and

C. WHEREAS, additional time and funding is needed by Mercy House, CHDO Inc. (“Shelter Operator”) to complete the tenant improvements.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants, representations, warranties and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Additional Shelter related improvement and administrative costs not previously anticipated are required for construction of the Shelter. As such, the last paragraph on the first page of “Exhibit A Tenant Improvements” is hereby deleted in its entirety and replaced with the following: “Tenant Improvements will also include the buildout of the shelter shell, a rooftop deck, grease interceptor, underground plumbing, signage and directories. Administrative costs required for the tenant improvements will include design costs, insurance, construction oversight services, permits and related fees, and legal fees. Shelter Operator expressly agrees to utilize funds for legal fees solely for the purpose of compensating attorneys for the review of general contractor work related to tenant improvements.”
2. A budget increase is required to complete construction of the Shelter. As such, the Parties wish to amend the budget for “Tenant Improvement Costs” as shown in “Exhibit B” of the Agreement to reflect the new increased budget. The reference to “Exhibit B” everywhere it is listed in the Agreement is hereby amended to the new Exhibit B-1. Exhibit B is hereby discontinued; instead, Exhibit B-1 is attached hereto and incorporated herein by reference.

3. Additional Shelter related improvement and administrative costs are required for construction of the Shelter. The City has agreed to pay for the additional improvement and administrative costs. City's total contribution to the Shelter's Tenant Improvement Costs is reflected in the "City Share" section of the new Exhibit B-1 budget. This has resulted in the City paying a larger share of the tenant improvement costs for construction of the Shelter than the County. Therefore, the first sentence in Section 1b of the Agreement "City and County agree to share the costs equally for the Tenant Improvements" is hereby deleted and replaced with "City and County agree to share the costs of Tenant Improvements as shown in the table in Exhibit B-1."
4. City wishes to increase the principal amount of the PLHA Loan Agreement to pay for the increased cost of constructing the Shelter. The first sentence in Section 1c of the Agreement "County acknowledges that the City shall enter into two loan agreements with the Shelter Operator for a combined sum of \$4,746,741" is hereby deleted and replaced with the following language "County acknowledges that the City shall enter into two loan agreements with the Shelter Operator for a combined sum \$5,284,308."
5. Construction and operation of the Shelter will take longer than previously anticipated. Both Parties wish to amend the end date of the Initial Term of the Agreement, as it is defined in Section 4a of the Agreement, to allow for additional time for the County to disburse funds for operation of the Shelter under the Initial Term. Therefore:
 - a. In the last sentence in Section 2a of the Agreement, the date "June 30, 2025" is hereby deleted and replaced with the phrase "the end of the Initial Term."
 - b. In the first sentence in Section 2cii of the Agreement, the date "June 30, 2025" is hereby deleted and replaced with the phrase "the Initial Term."
 - c. In the first sentence in Section 4a of the Agreement the phrase "and expire on June 30, 2025" is hereby deleted and replaced with the following language "and expire no later than eighteen months after the Shelter becomes operational."
6. Both Parties wish to amend the Anniversary Date of the Agreement, as it is defined in the second sentence of Section 4a of the Agreement. Therefore, the following language "Beginning July 1, 2025, and" is hereby deleted and replaced with "Beginning July 1, 2026"
7. Additional funding for operation of the Shelter and time for the County to disburse their share of the operational funds will be necessary once the Shelter is completed. As such, the Parties wish to amend the "Budget and County Payment" as shown in "Exhibit C" of the Agreement. Therefore, the reference to "Exhibit C" everywhere it is listed in the Agreement is hereby amended to the new Exhibit C-1. Exhibit C is hereby disincorporated; instead, Exhibit C-1 is attached hereto and incorporated herein by reference.
8. As so amended, the Agreement remains in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

COUNTY OF VENTURA

CITY OF OXNARD

Chair of the Board of Supervisors

John C. Zaragoza

Mayor

ATTEST:

ATTEST:

Deputy Clerk of the Board

Rose Chaparro

County of Ventura

City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

County Counsel

Stephen M. Fischer

County of Ventura

City Attorney

EXHIBIT B-1
TENANT IMPROVEMENT COSTS

Description	County Share	City Share	Total
Shelter Shell	\$844,691	\$844,691	\$1,689,382
Rooftop Deck	\$20,806	\$20,806	\$41,612
Shelter Tenant Improvements	\$1,548,707	\$2,031,781	\$3,580,488
Design Costs	\$109,750	\$123,000	\$232,750
Construction Oversight	\$25,000	\$25,000	\$50,000
Insurance	\$36,500	\$51,500	\$88,000
Contingency	\$258,545	\$272,690	\$531,235
Land Costs	\$91,266	\$91,266	\$182,532
Credit Back to PSH Development		\$12,098	\$12,098
Total Cost	\$2,935,265	\$3,472,832	\$6,408,097

EXHIBIT C-1

BUDGET AND COUNTY PAYMENT

Parties expect shelter operation costs to fluctuate over time. Therefore, City and County staff agree to meet and to jointly determine the budget necessary to pay for Shelter operations and one-time onboarding costs inclusive of furnishings, fixings, equipment (FFE) and moving costs prior to completion of the Shelter development. Staff will then recommend to their governing bodies that it pay for fifty percent (50%) of one-time onboarding costs and an operational budget for a period of up to eighteen months.

The requirements specified above are memorialized in both Section 2ci of the Agreement and the Memorandum of Understanding executed between the Parties on April 27, 2021.

Amendments to City Loan Agreements with Mercy House Living Centers for the development of a new navigation center at Casa de Carmen

Emilio Ramirez

Housing Department

Community Services, Public Safety, Housing & Development Committee

February 27, 2024

Casa de Carmen

2



Current Status of Construction

3



Navigation Center Budget Increase

5

Navigation center cost over runs include a grease interceptor, design, insurance, permits, directories, signage, legal fees, and for underground plumbing.

COST OVERRUNS			
Expense	Budget	Change	Amended
Shelter Shell	\$855,689	-\$10,999	\$844,691
Rooftop Deck	\$57,986	-\$16,374	\$41,612
Shelter Tenant Improvements	\$3,059,044	\$304,100	\$3,363,144
Underground Plumbing		\$89,940	\$89,940
Grease Interceptor		\$85,974	\$85,974
Design Costs	\$219,500	\$13,250	\$232,750
Construction Oversight	\$50,000		\$50,000
Insurance	\$73,000	\$15,000	\$88,000
Legal Costs		\$6,000	\$6,000
Permits & Fees		\$27,430	\$27,430
Directories and Signage		\$8,000	\$8,000
Contingency	\$431,522	\$15,245	\$446,767
Total	\$4,746,741	\$537,567	\$5,284,308

Measure O and PLHA Loan Documents

Increase Mercy House's PLHA loan agreement and related loan documents by \$537,567 and extend the term to construction

Affordable Housing Loan Agreement

Extend the term to construction

Disposition and Development Agreement

Extend the term to construction and authorize assignment from the Housing Trust Fund Ventura County to the Housing Land Trust Ventura County

Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals

Increase the Shelter's overall development budget extend the term to construction

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

1. Approve and authorize the City Manager or designee to execute the First Amendment to Permanent Local Housing Allocation Affordable Housing Loan Agreement A-8461 (“PLHA Loan Agreement”) between the City and Mercy House Living Centers (“Mercy House”) contingent on funding approval by the California Department of Housing and Community Development (HCD);
2. Approve and authorize the City Manager or designee to execute the First Amendment to Measure O Loan Agreement 32300146 between the City and Mercy House;
3. Approve a budget appropriation of \$537,567 in PLHA grant funds to increase the loan amount for PLHA Loan Agreement A-8461 between the City and Mercy House from \$347,528 to \$885,095;
4. Approve and authorize the City Manager or designee to execute the First Amendment to Affordable Housing Loan Agreement A-8292 between the City and 2nd and B LP;
5. Approve and authorize the City Manager or designee to execute the Second Amendment to Disposition and Development Agreement A-8310 between the City, CDP Developers LLC, and the Housing Trust Fund Ventura County;
6. Approve and authorize the City Manager to execute the Second Amendment to the Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals between the City and the County of Ventura, Agreement A-8462.



End of Presentation



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

REPORTS AGENDA ITEM NO. D.4

DATE: February 27, 2024

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

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

SUBJECT: 5-Year Public Housing Agency Plan, Annual Agency Plan and Capital Fund Program Five-Year Action Plan for Low Rent Public Housing. (10 Minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Economic Development Committee recommend that the Board of Commissioners:

1. Hold a public hearing to receive comments concerning the fifth year of the 5-Year Public Housing Agency Plan, the 2024 Capital Fund Budget, and the Capital Fund Five-Year Action Plan; and
2. Adopt a resolution:
 - a. Approving the 2024 Annual Agency Plan, 5-Year Public Housing Agency (PHA) Plan for the Housing Authority of the City of Oxnard;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with federal policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with policies and procedures of the Department of Housing and Urban Development regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2024 Capital Fund Budget and Capital Fund Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2024 Capital Fund Budget and Capital Fund Five-Year Action Plan.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/FtxwhV_k9zU

BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 (the Act) requires the Oxnard Housing Authority to submit a 5-Year PHA Plan and an Annual Agency Plan. The purpose of the 5-Year PHA Plan and Annual Agency Plan, along with the program policies for the Public Housing Program (Admissions and Continued

Occupancy Policy) and the Housing Choice Voucher Program (Administrative Plan), is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, housing voucher participants, and members of the public may locate basic information regarding a housing authority's policies, rules and regulations and services provided by the agency.

The 5-Year PHA Plan covers fiscal years 2020-2025 and the Annual Agency Plan covers fiscal year 2024. Updates must be submitted to the Department of Housing and Urban Development at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that each Plan is consistent with the City of Oxnard's Consolidated Plan and in accordance with the Department of Housing and Urban Development's requirements.

DISCUSSION

The 5-Year PHA Plan and Annual Agency Plan identify the Oxnard Housing Authority's goals and objectives that will enable Oxnard to serve the needs of low-income, very low-income, and extremely low-income families. The current 5-year PHA Plan was adopted in fiscal year 2020. Revisions, new activities, progress towards goals and objectives, and updates are outlined in the Annual PHA Plan (Attachment 1). The proposed revisions include significant amendments to the Housing Choice Voucher Administrative plan and Admissions and Continued Occupancy Policy plan to incorporate the new federal requirements as published on Federal Register Notice 2/14/23 for Sections 102 and 104 of the Housing Opportunity through Modernization Act of 2016; undertaking of activities related to the conversion of public housing through the Rental Assistance Demonstration Program; applying for new programs, tenant based vouchers, and project-based voucher allocations. These activities were provided for in the 5-Year PHA plan.

Updates to Housing Choice Voucher Administrative plan and Admissions and Continued Occupancy Policy plan

The Housing Opportunity through Modernization Act (HOTMA) was signed into law on July 29, 2016, amending several aspects of the Department of Housing and Urban Development's (HUD) rental assistance programs, streamlining processes, and reducing burdens on housing providers. The HOTMA final rule which implements Sections 102 and 104 of the law, was published on February 14, 2023 and HUD's implementation guidance was issued (PIH 2023-27) on September 29, 2023. The updates pertain to regulations which affect income calculations, income reviews and asset limitations. HUD requires PHAs to comply no later than January 1, 2025. The Oxnard Housing Authority will select a compliance date based on when its database vendor has completed all necessary software upgrades and HUD has begun accepting certifications via the Housing Information Portal (HIP). "Comply" means, in this instance, utilizing the HOTMA rules as it applies to the affected programs and corresponding report in HIP. Until such time, the Oxnard Housing Authority will follow existing policies and families will be notified if their income determination is being conducted pre-HOTMA regulations or in accordance with the HOTMA final rule. The HOTMA changes which are being incorporated into each plan as appropriate, are:

1. "Assets" is now defined as all family assets with enumerated exclusions. New rules on how income from assets is calculated have been established by HUD.
2. Household annual income will be projected at new admissions, however; for reexaminations, the income will be based on previous 12 months.
3. New asset limitation: Families cannot participate in the program if they have >\$100,000 in total assets or ownership in a real property where the family can live (HUD will issue additional guidance on this regulation). The Oxnard Housing Authority will adopt any grace periods allotted by federal regulations for families who are no longer eligible.

4. HUD form 9886- Authorization for the Release of Information, will only require signature once. The Oxnard Housing Authority will deny admission or terminate assistance for revocation of consent.
5. PHAs will not be out of compliance solely due to minimis errors (defined as an error that results in a difference in the calculation of the family's adjusted income by the PHA from the correct income determination by nor more than \$30 per month) in calculation a family's income but will need to take corrective action if a family is overcharged. Interim income reexaminations are not required for decreases in adjusted income of 10% or less. The Oxnard Housing Authority will conduct an interim reexamination for any reported changes by the family.
6. Interim income reexaminations are required when a family's unearned income increases by 10% or more, except for cases where annual recertification is due within 3 months. The Oxnard Housing Authority will not process interim income reexaminations if the annual recertification due within 3 months.
7. Eliminates the earned income disregard (EID), only families already participating may continue receiving the benefit up to 2 years from the date. The EID allowed families to have a portion of their earned income excluded from annual income for a maximum period of 24 consecutive months.
8. Mandatory deductions to be adjusted annually for families with dependents or elderly and disabled.
9. Establishes that the sum of unreimbursed health and medical care, reasonable attendant care, and auxiliary expenses that exceeds 10% (previously 3%) of the family's annual income can be deducted from the annual income. The Oxnard Housing Authority will adopt hardship exemptions for phase in families, families who face financial hardship as a result of this change and for continued child care expenses.
10. Participants may self-certify their assets if <\$50,000. The Oxnard Housing Authority will accept self-certifications.
11. PHAs may use other means-tested federal public assistance program income determinations. When available and if applicable, the Oxnard Housing Authority will use other program income determinations as appropriate.
12. PHAs are no longer required to use Enterprise Income Verification income reports. The Oxnard Housing Authority will use Enterprise Income Verification reports as needed.

Involuntary Displacement Preference (Revised)

The Department of Housing and Urban Development's (HUD) regulations (24 CFR 982.207) permit PHAs to establish local preferences based on local housing needs and priorities. On December 20, 2023, the City of Oxnard was affected by rain from an offshore Pacific storm, many residential areas with apartment complexes located in low income neighborhoods were flooded. In reviewing the existing local preferences adopted by the Oxnard Housing Authority, it was noted that the existing displacement preference only applies to families involuntarily displaced as a result of an improvement or development project to which the Oxnard Housing Authority has ownership interest and no suitable unit is available or if displaced by a federally declared disaster. Therefore, the recommendation is that the existing preference be revised to provide more flexibility to the PHA to respond, the proposed revision will be:

Families are considered to be involuntarily displaced if they are:

- a. displaced as a result of an improvement or development project to which the Oxnard Housing Authority has ownership interest and no suitable unit is available; or
- b. displaced by a government declaration of emergency, such as a natural disaster; or

- c. displaced as a result of an extenuating circumstance as certified by the Housing Director. An extenuating emergency does not include individuals whose tenancy was terminated for cause or individuals who do not have a legally binding landlord and tenant relationship.

These admissions must meet the Oxnard Housing Authority Residency Preference.

The proposed revision has been submitted to HUD for review, any modifications recommended will be adopted.

Undertaking of new activities related to conversion, Choice Neighborhoods, and project-based vouchers

In 2023, the Oxnard Housing Authority (OHA) procured a consultant to begin activities related to the repositioning of its public housing portfolio. The term “repositioning” refers to the removal of a property from the Public Housing subsidy platform to a Section 8 project-based subsidy, which provides a more stable stream of subsidy and allows for the rehabilitation of units. For the 2024 Annual PHA plan, the OHA will continue efforts in relation to repositioning activities which include completion of a physical needs assessment for each individual property, a financial analysis on the impact on both the development proformas and annual operating budget for each strategy option, environmental reviews, and development of a multiphase asset repositioning plan. Any conversion strategy adopted will require the OHA to apply for approval from HUD.

Secondly, staff will monitor for notices of funding opportunities and will undertake the appropriate activities to apply for grants that will enable the OHA to secure additional vouchers while expanding the types of housing assistance programs offered to the community. This includes but is not limited to, additional project-based vouchers, which are vouchers where the subsidized housing assistance is tied to a specific unit. The Choice Neighborhoods grant is another program of interest. The program leverages public and private dollars to support local strategies by PHAs that address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach through neighborhood transformation. Several of the OHA’s public housing projects are located in distressed neighborhoods which need critical improvements, including vacant property, housing, business, services and schools. An assessment will be completed to determine if any of the OHA projects are candidates for the FY 2024 Choice Neighborhoods Grant. If so, an application will be submitted to HUD for consideration.

5-Year PHA Plan, Annual Agency Plan, Capital Fund Budget and Capital Fund Program Process

The last component of the Annual Agency Plan and the 5-Year PHA Plan has to do with the adoption of an annual Capital Fund budget as well as a Capital Fund Program 5-Year Action Plan. The primary purpose of the Capital Fund Program is to preserve and maintain the integrity of the Oxnard Housing Authority’s (OHA) public housing stock and to fund necessary improvements. For the coming fiscal year, the OHA is presenting a budget of \$1,057,000 for the Capital Fund Program activities. An estimated \$187,000 of the budget is allocated towards administrative expenses. The remaining \$870,000 is being used towards capital improvements, specifically, the American with Disabilities Act 504-conversion project and improvements. The 504-conversion project refers to a multi-phase conversion project that will bring the OHA into compliance with the American with Disabilities Act. These regulations establish a minimum number of dwelling units that must be accessible for individuals with disabilities. As a result of the demolition of units in the 31-1 (Colonia Village) project site, the OHA is deficient in 18 accessible units. The units have been selected from each project site based on ease of conversion, availability of space and cost effectiveness. In fiscal year 2024, the conversion of the units within the Colonia Village site (Agreement A-8544) will begin. To keep this multi phased project on schedule, staff will utilize available funds from the Housing Business Activities Fund (BAF). Once the annual Capital Fund Grant is received, those funds will be utilized rather than the BAF funds. Besides the 504-conversion project, the OHA will also make improvements to the main alley in the project which runs behind Colonia Road to Juanita Avenue. The final capital funding amount is yet to be determined and is based upon

congressional appropriation. Any additional funding approved will be allocated towards the 504-conversion project. The proposed annual Capital Fund Program (CFP) budget and CFP Five-Year Action plan are set forth in Attachments 2 and 3.

A copy of the proposed Annual Agency Plan, the 2024 CFP Budget, and CFP Five-Year Action Plan was posted on Oxnard Housing Authority's website, at all Oxnard Housing Authority's site offices and the City Clerk's Office. The opportunity for suggestions or recommendations from the public was made available for public comment on November 16, 2023, for forty-five days (closed December 31, 2023).

The Oxnard Housing Authority conducted a public meeting on December 7, 2023, and January 18, 2024, and staff presented to the Resident Advisory Board (RAB) at those meetings and responded to inquiries from Resident Advisory Board members and others. The RAB consists of Tenant Commissioners, public housing residents, and housing choice voucher program participants. The RAB provides comments, suggestions, and feedback to the OHA. There were no objections and no written comments. The following verbal comment was received regarding the staff presentation:

Comment: Can a pie chart of the capital fund annual budget be created going forward?

Response: The capital fund annual budget must be formatted on the HUD-50075 form. For future fiscal years, the current format will be used, however; a pie chart will be included in the PowerPoint presentation for the RAB meetings.

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

This item has no impact on any City fund. The approval of the recommended action will enable the Oxnard Housing Authority to obtain various Housing and Urban Development funds, including approximately \$1,057,000 under the Capital Fund. Adoption of the 5-Year PHA Plan and the Annual Agency Plan is required for the Oxnard Housing Authority to receive the funds set forth in the Capital Fund Program Budget and Capital Fund Program Five-Year Action Plan.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Annual PHA Plan for 2024
2. CFP Budget 2024
3. CFP Five Year Action Plan
4. Resolution
5. Presentation

Streamlined Annual PHA Plan (High Performer PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																										
A.1	PHA Name: <u>Housing Authority of the City of Oxnard</u> PHA Code: <u>CA031</u> PHA Type: ☒ High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>2024</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>522</u> Number of Housing Choice Vouchers (HCVs) <u>1904</u> Total Combined <u>2,426</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. A copy of the PHA plan is located on the Housing Authority of the City of Oxnard's website: https://www.oxnard.org/city-department/housing/agency-plan-reports/ ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:						N/A											
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B.	Plan Elements
B.1	Revision of Existing PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Substantial Deviation. ☒ ☐ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each element below: The PHA has updated its Admissions and Continued Occupancy Policy and the Housing Choice Voucher Administrative Plan to incorporate the requirements and adopt discretionary policies of Federal Register Notice 2/14/23 for Sections 102 and 104 of the Housing Opportunity through Modernization Act (HOTMA) of 2016. The PHA will select an implementation date for the updated policies once the Housing information Portal (HIP) is operational and accepting certifications and the PHA's software has transitioned to HIP. The PHA will continue using its current policies until the implementation date has been selected and families will be notified under which policy their income is being calculated. A draft of the proposed changes is available on-line: https://www.oxnard.org/city-department/housing/section-8/admin-plan/ https://www.oxnard.org/city-department/housing/public-housing/acop/ (c) The PHA must submit its Deconcentration Policy for Field Office Review. The PHA's deconcentration policies are listed in Chapter 4: Applications, waiting list and tenant selection of the of the Admissions and Continued Occupancy Policy and the Housing Choice Voucher Administrative Plan which are available online: https://www.oxnard.org/city-department/housing/section-8/admin-plan/ https://www.oxnard.org/city-department/housing/public-housing/acop/
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☒ ☐ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant Based Assistance. ☒ ☐ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☒ ☐ Project Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan. -The PHA will continue its efforts related to repositioning activities. This includes procuring the appropriate firms and consultants for the completion of a physical needs assessment for each individual property, a financial analysis on the impact on both the development pro formas and annual operating budget for each strategy option, environmental reviews, and development of a multiphase asset repositioning plan. -The PHA has almost reached the 20% program cap for conversion of tenant-based vouchers to project-based vouchers. The goal is to pursue funding opportunities that are for project-based voucher allocations that can be excluded from the program cap. -The PHA will apply to the FY24 Choice Neighborhoods Planning Grant (once the NOFO is published) to revitalize public housing units and revitalize the struggling surrounding neighborhood.

B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. SEE ATTACHMENT B.3 Progress Report
B.4.	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. See Capital Fund 5 Year Action Plan in EPIC approved by HUD June 7, 2022
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☐ ☒ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	Certification by State or Local Officials. Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Civil Rights Certification/Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. <i>Form 50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i> must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).					
D.1	Affirmatively Furthering Fair Housing. Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. <table border="1"> <tr> <td>Fair Housing Goal:</td> </tr> <tr> <td> <u><i>Describe fair housing strategies and actions to achieve the goal</i></u> N/A- PHA has not received request to submit an AFH at this time. The City of Oxnard Housing Authority will fulfill, nevertheless, the requirements at 24 CFR § 903.70 (o) enacted prior to August 17, 2015. </td> </tr> </table> <table border="1"> <tr> <td>Fair Housing Goal:</td> </tr> <tr> <td> <u><i>Describe fair housing strategies and actions to achieve the goal</i></u> </td> </tr> </table> <table border="1"> <tr> <td>Fair Housing Goal:</td> </tr> </table>	Fair Housing Goal:	<u><i>Describe fair housing strategies and actions to achieve the goal</i></u> N/A- PHA has not received request to submit an AFH at this time. The City of Oxnard Housing Authority will fulfill, nevertheless, the requirements at 24 CFR § 903.70 (o) enacted prior to August 17, 2015.	Fair Housing Goal:	<u><i>Describe fair housing strategies and actions to achieve the goal</i></u>	Fair Housing Goal:
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Describe fair housing strategies and actions to achieve the goal

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory**, **Number of Public Housing Units and or Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a).)

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. ([24 CFR §903.7\(k\)](#)) and 24 CFR §903.12(b).

☐ **Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. ([24 CFR §903.7\(m\)\(5\)](#))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. ([24 CFR §903.7\(n\)](#))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **HOPE VI.** **1)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6. (Notice PIH 2011-47)

☐ **Mixed Finance Modernization or Development.** **1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☐ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and **2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. ([24 CFR §903.7\(h\)](#))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. ([24 CFR §903.7\(j\)](#))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices](#).

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. ([24 CFR §983.57\(b\)\(1\)](#)) If using project-based vouchers, provide the projected number of project-based units and general locations and describe how project-basing would be consistent with the PHA Plan.

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.7\(r\)\(1\)](#))

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. ([24 CFR §903.7\(g\)](#)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

C. Other Document and/or Certification Requirements

- C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- C.2 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).
- C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

D. Affirmatively Furthering Fair Housing.

D.1 Affirmatively Furthering Fair Housing.

The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 7.02 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Attachment B.3

Progress Report: PHA Goals and Objectives for 5-Year Plan Fiscal Years 2020-2025

Goals and Objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.

Strategic Goal: Advance Economic Opportunity

PHA Goal One: Expand the supply of assisted housing.

Objective: Apply for additional tenant based, project based, and special purpose vouchers

The Oxnard Housing Authority's (OHA) Veterans Affairs Supportive Housing (VASH) voucher allocation has increased by 25 additional vouchers for a total of 77. The OHA was awarded 40 Mainstream Vouchers and 46 Emergency Housing Vouchers. An additional allocation of 14 Housing Choice Vouchers were also awarded.

Objective: Development of additional rental housing

Las Cortes, Inc. a non-profit corporation was established with the purpose of creating affordable housing. To date, phase I and phase II of the Las Cortes project have been completed which involved the demolition and replacement of 260 public housing units. Currently, phase III of the project is in the planning phase which will result in additional rental housing units. The OHA is working in partnership with several developers constructing or rehabilitating affordable projects, to project base vouchers. This action will increase the number of low-income families who receive subsidized housing assistance but are successful in locating a unit.

Objective: Decrease Public Housing Vacancy Rate

The Public Housing vacancy rate was sustained. Having units ready for occupancy in decreased turn times has enabled OHA to house families who are in dire need of housing in a shorter time frame. The units designated for conversion to comply with the Department of Housing and Urban Development's ADA-Section 504 regulation, were not factored. The units are taken offline as they are vacated.

Objective: Increase Housing Choice Voucher Budget Utilization

As a result of the COVID-19 pandemic, the OHA's utilization rate was negatively impacted. The Department of Housing and Urban Development (HUD) requires for PHAs to use at least 95% of their budget authority or lease-up of baseline units. In order to increase utilization, the OHA deployed several strategies: payment standards were increased to 110% and landlord rent increases (which had been suspended) were resumed, these actions increased housing choices. Several selections from the Section 8 waitlist were completed, "selections" refers to the process of admitting new families into the program. Although the OHA has a voucher allocation remaining, the budget expenditure goal of 100% has been met.

Objective: Create a Housing Navigation team

A Housing Locator position was created to provide field-based housing location services to program participants. The Housing Locator works closely with participants and their case workers in the rental process. The Housing Locator maintains and coordinates communication, between participants,

landlords, property managers, case workers, community partners, and staff. In addition, a partnership with Ventura County United Way was established to leverage the various landlord incentive programs for homeless individuals and families they offer, which in turn helps OHA's voucher holders to secure units.

PHA Goal Two: Expand Family Self-Sufficiency (FSS) Program

Objective: Increase program participation

Fiscal years 2020 and 2021 presented a challenge to the OHA's efforts to increase FSS program participation. Offices were closed to the public making it necessary to move towards on-line recertifications. In fiscal year 2022, HUD published mandated updates to the FSS program which resulted in a temporary suspension of new admissions to the program. The OHA shifted focus to completing the necessary legwork to ensure the program meets compliance requirements and that all policies and procedures are up to date with new federal regulations. For fiscal year 2023, the OHA applied for and was awarded funding to hire an additional FSS Coordinator. Once the position is filled, marketing and outreach efforts will be revamped. The minimum number of participants required by HUD is 25, the Oxnard Housing Authority has 70 active program participants.

Objective: Expand the scope and types of services offered to participants. For example: job training and educational programs that will increase self-sufficiency and income generation

The OHA partnered with the Ventura County Credit Union and the Housing Authority of the City of San Buenaventura to offer money management workshops. The OHA facilitates ESL classes and Digital Literacy courses in partnership with Oxnard Adult School. In FY 2022, the OHA launched its scholarship program which has been awarding scholarships annually to youth who are pursuing a higher education and whose family is a Public Housing or Section 8 program participant. College preparation workshops are also offered in partnership with Oxnard College and California State University Channel Islands.

Objective: Build new partnerships with employers and service providers

The OHA has partnered with Amazon, Embassy Suites by Hilton, Boys & Girls Clubs of Greater Oxnard and Port Hueneme, Gold's Gym, and the United States Census 2020 to host a community wide job fair each year. In 2022, the OHA partnered with Southwest Carpenters, who will be offering paid apprenticeships, with employment guarantee, at no cost to interested Section 8 and Public Housing program participants. The OHA is also a participant of the Senior Community Service Employment Program, which provides on-the-job training for seniors.

Objective: Revamp marketing efforts of the FSS Program

FSS Coordinator has been participating in various local community events and resource fairs to provide education about the FSS program. In addition, a brief presentation is provided to newly admitted clients to the Public Housing and Section 8 program, during orientation.

Objective: Increase progress meetings with FSS program participants

Individualized in-person meetings with program participants have resumed and the frequency has been increased. This has helped to motivate participants to work on their self-sufficiency goals and

continue participation in the program as they are able to get resources to assist with any obstacles encountered while working on their FSS program participant goals.

PHA Goal Three: Supportive Services for Residents

Objective: Resident Opportunities and Self-Sufficiency (ROSS) program Coordinator to expand coordination of self-sufficiency services to each project site

The ROSS program has been expanded to the largest OHA project sites. The major activities involve annual community events, art workshops for youth, Boys & Girls Club programming, CalKIDS program education, and computer classes.

Objective: Increase collaboration between ROSS and FSS activities

The ROSS and the FSS program coordinators work closely to build new partnerships with local community service providers. The OHA established a Program Coordinating Committee in collaboration with the City of San Buena Ventura Housing Authority. The committee is made up of several community partners who provide services for low-income families. Each partner shares information of new programs, existing programs, and events available for the community.

Objective: Leverage capacity with resident advisory board teams to increase participation and outreach

The Resident Services Coordinator is facilitating training and guidance to each project site's Tenant Association. There are currently four tenant associations established, which represent all public housing sites. The OHA participates in meetings to provide information on program changes, requirements, and to gather feedback from residents. The Tenant Associations provide volunteer support to the OHA when carrying out events at their designated site.

Strategic Goal: Reduce Homelessness

PHA Goal One: Increase percentage of admissions to mainstream housing programs

Objective: Apply for Mainstream Vouchers

The OHA applied for and was awarded 40 mainstream vouchers. The mainstream vouchers are for individuals who are non-elderly/disabled and homeless. The OHA leased half of the allocation to applicants on the Section 8 waitlist and the other half have been committed to the Casa Aliento project. Casa Aliento is a rehabilitation project of a 70-room Vagabond Inn Motel to permanent supportive housing in Oxnard.

Objective: Establish partnerships with local Health and Human Service Agencies

The OHA is working in partnership with the Ventura County Human Services Agency to prioritize services to families who need emergency housing.

Objective: Partner with Community Service Agencies throughout the Ventura county that offer homeless programs

The OHA hired a full-time Homeless Assistance Program Coordinator who is working with community service agencies to provide an array of services to our homeless population. For example, OHA partnered with the Ventura County and Salvation Army to implement a “One Stop” program that provides services in areas frequented by non-housed homeless individuals.

Objective: Collaborate with Ventura County’s Continuum of Care to establish a referral system

The OHA has established a referral system with the Ventura County’s Continuum of Care (CoC) agency. The Emergency Housing Voucher program, which was a limited special purpose voucher program launched in response to COVID, was successfully fully leased in partnership with the CoC. The Casa Aliento (40 project based vouchers allocated), Central Terrace (35 project based vouchers allocated) and 2nd and B (55 project based vouchers allocated) projects will be leased via a referral system in collaboration with the CoC.

PHA Goal Two: Set Aside Homeless Voucher Program

Objective: Increase utilization of homeless set aside vouchers

The OHA has achieved 100% utilization of the homeless set aside voucher program. Including fiscal year 2023, the number of vouchers allocated towards the homeless set aside voucher program is 135. This includes an allocation of 19 project based vouchers which have been awarded to the Casa Aliento project.

Objective: Establish MOU with Supportive Services Provider

The OHA has established a referral system with the Ventura County’s Continuum of Care agency. In addition, the OHA works in partnership with United Way of Ventura County and CalAIM of Ventura County Health Care Agency to refer voucher holders who need housing navigation support.

Objective: Develop a plan to move homeless applicants from shelter to permanent housing

The OHA is currently working with Ventura County, the Salvation Army, the Ventura County Workforce Development Board, Mercy House and the Ventura County’s Continuum of Care to refer clients through the Pathways to Home program for services. The Pathways to home program is a network collaborative of 18 agencies in the Ventura County who assist individuals and families to access homeless services through coordinated process. There are 3 new developments underway which will house clients on the prioritization list managed by the CoC.

PHA Goal Three: VASH Program

Objective: Increase utilization of Veterans Affairs Supportive Housing (VASH) vouchers

The OHA is working with the U.S. Department of Veterans Affairs’ regional office to discuss ways in which referrals can be increased for the VASH program. In addition, the OHA has allocated 13 project based VASH vouchers to the Cabrillo Economic Development Corporation’s Dolores Huerta Gardens project. The project is a 58 affordable rental housing project that will be located at the intersection of Dolores Huerta Gardens and Pleasant Valley Road in Oxnard.

Objective: Increase collaboration efforts with local VA clinic to identify eligible Veterans

The City of Oxnard VA Clinic, which is the first stop for a Veteran to seek assistance with eligibility for the VASH program, temporarily suspended referrals due to capacity limitations and reprioritizing of program Objectives, during calendar year 2023. The OHA joined the Veterans Subcommittee Group, which is a committee led by the County of Ventura, County Executive Office to continue supporting efforts, actualizing program updates, and gather feedback on any support the OHA can provide. The referrals for the VASH program are expected to resume during the 2024 calendar year.

PHA Goal Four: Build a Navigation Center

Objective: Increase street outreach and case management

The OHA hired a Homeless Assistance Program Coordinator dedicated to street outreach and case management. In partnership with the Salvation Army, street outreach services have been expanded throughout the OHA's jurisdiction.

Objective: Lead the operation of the city owned navigation center

Construction of Navigation Center began in FY 2022 and is expected to be completed by end of calendar year 2024.

Objective: Establish partnerships with recuperative care, supportive service, and permanent housing providers

The OHA has established partnerships with multiple community service providers to assist in the efforts of connecting homeless individuals with supportive services. For example, the "One Stop" program which brings services to areas that are frequented by non-housed homeless individuals. The OHA also launched an encampment response plan to address a large homeless encampment site. A variety of services are being offered onsite including: hygiene services, outreach, and case management.

HUD Strategic Goal #3: Enhance Rental Assistance

PHA Goal One: Transition public housing to a more sustainable platform

Objective: Expand the rehabilitation of existing housing

Improvements to public housing units include:

- Rehabilitation of exterior walls for OHA's turn key units (Projects located on Fremont, Althea, Hill, Fashion Park, Concord and Cuesta Del Mar) which included scrapping all peeling paint, filling in cracks, paint exterior walls, fascia and all exterior doors as well as carport posts and trash enclosures; the removal and replacement of all cracked concrete in backyard patios
- Flooring replacement for the Felicia project (100 units located on Felicia Court)
- Toilet sensor project for the Felicia project (100 units located on Felicia Court) and the Colonia project (70 units located on Colonia Road) which involved installation of toilet sensors to detect leaks or running toilets

- Kitchen cabinet replacement project for the Palm Vista Project (100 units located at 801 S. C St) which included the replacement of cabinets, plumbing fixtures, sink and range hood
- Boiler replacement project for the Plaza Vista Project (100 units located at 401 S. C St) which included replacement of both heater and domestic hot water heater boilers, holding tank, and all plumbing up to the walls
- Alley way pavement repairs for the Fashion Park project (24 units located on Fashion Park Place)
- Replaced all of the common area lighting with LED light fixtures for both Palm Vista Project (100 units located at 801 S. C St) and the Plaza Vista Project (100 units located at 401 S. C St)
- Replaced fire sprinklers for both Palm Vista Project (100 units located at 801 S. C St) and the Plaza Vista Project (100 units located at 401 S. C St)
- Painted the interior common walls/hallways for the both Palm Vista Project (100 units located at 801 S. C St) and the Plaza Vista Project (100 units located at 401 S. C St)
- Replaced all windows in each unit for the Pleasant Valley Village Project (100 units)
- Kitchen cabinet replacement project for the OHA's turn key units (Projects located on Fremont, Althea, Hill, Fashion Park, Concord and Cuesta Del Mar)

Currently, the OHA is working on:

- Replacing the electrical panels and drain lines at the Plaza Vista Project (100 units located at 401 S. C St)
- Multiphase 504-compliance project (this project refers to number of units the OHA must have in its inventory that have been adapted to meet the needs of disabled persons). A total of 2 existing units at the Pleasant Valley project were converted into 4 accessible units and 5 units at the Palm Vista (located at 801 S. C St.) project were modified. In addition, 1 existing unit located on Althea Court was split into a 504 compliant unit and a regular unit. Currently, there are 3 additional conversions underway at other sites.

Objective: Increase value of OHA's real property asset portfolio

The OHA will continue monitoring the private market for opportunities to expand its current property asset portfolio. In fiscal year 2022, the OHA increased its portfolio by acquiring a 4-unit apartment complex located at 1250 Azalea St, a 4-unit apartment complex located at 2051 Mariposa St, and a single-family residence located at 3139 S. J St. All of the units are leased by low income families.

Objective: Merge Capital Fund and Maintenance Teams

The Capital Fund team has been realigned and now reports to the Maintenance Department. The synergies between both teams offer the added benefit of ensuring that the ongoing maintenance needs of projects are factored in when capital improvement decisions are made. In addition, the capital fund team now has access to additional project management support.

Objective: Transition Public Housing Units with significant unmet capital needs to Rental Assistance Demonstration Program (RAD) or Project Based Projects

The OHA launched the effort titled "Rethink and Renew" to restructure operations. As part of the effort,

the OHA submitted a technical assistance and capacity building engagement grant request to the Department of Housing and Urban Development (HUD). The request was approved. HUD assigned the consultant, CVR Associates, Inc. to complete an analysis and issue a repositioning report tailored to OHA. The term repositioning (also referred to as RAD) refers to changing the funding structure for the units currently owned by the OHA under the Public Housing Program to a Section 8 subsidy. This change will provide for a more stable stream of funding and also allow the OHA to leverage funds for rehabilitation of its units. The OHA has engaged a consultant to complete the assessment, application and award phases of RAD.

HUD Strategic Goal #4: Streamline Operations

PHA Goal One: Reduce administrative burden

Objective: Participate in HUD's Moving to Work Demonstration Cohort program

The Moving to Work Demonstration (MTW) Cohort program refers to a demonstration program for PHAs to design and test local innovative strategies with the use Federal dollars more efficiently, increase self-sufficiency for program families, and increase housing choices. Each year, the Department of Housing and Urban Development announces target areas and opportunities for PHAs to apply. The MTW allows participating agencies to be exempt from several regulations to provide flexibility on how they use Federal funds. The OHA will continue to monitor for Cohort opportunities that will be beneficial for the community served by the OHA.

Objective: Streamline processes and procedures for annual and re-certifications

The OHA has launched an on-line, web-based recertification portal for Public Housing residents. In FY 2022, the OHA moved to on-line recertifications for the Housing Choice Voucher program.

Objective: Implement consistent forms, letters, and notices for all programs

The OHA has begun standardizing forms for the Public Housing Program. A committee of staff members has been established to review notices before they are released to residents. Once finalized, forms will be standardized for the Housing Choice Voucher Program.

Objective: Develop strategies to reshape workforce capacity

The COVID-19 pandemic required for the OHA to shift focus from identifying streamlining opportunities to establishing immediate processes to minimize the impact to delivery of services. However; the OHA has resumed normal operations, filled all vacant positions, has training efforts underway, and is working on standardizing procedures.

Objective: Identify and eliminate administrative practices not required by HUD

The OHA's day to day operations for the Public Housing and Section 8 Program were assessed by CVR Associates, Inc. a report of observations and recommendations was issued. The report outlines the strengths and areas of improvement that will result in improved efficiency for the OHA. The management team is focusing on the policy, procedures, and form observation. This area will address updated standard operating procedures, standardized forms, and monitoring.

PHA Goal Two: Improve customer service

Objective: Deliver services more efficiently

The OHA launched the effort titled “Rethink and Renew” to restructure operations. The goal is to improve landlord and tenant relations and customer service. This is an ongoing goal as the improvement of delivery services is a byproduct of improved efficiencies which are currently underway.

Objective: Reduce turnaround time-frames for reasonable accommodation requests

Reasonable accommodation requests are reviewed and dispositioned within 48-72 hours from receipt. If an accommodation exceeds the approval authority level of the Program Supervisor, it is submitted within 24 hours to the Housing Programs Manager for review so that the response is not delayed.

Objective: Move towards on-line web-based applications

The OHA launched an on-line applications and resident’s web-based portal known as Rent Café. This system allows for applicants to update and monitor their application 24/7. For existing clients, they are able to submit their annual recertification forms and complete their eligibility on-online.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Emilio Ramirez, the Housing Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years 2020-2025 and/or Annual PHA Plan for fiscal year 2024 of the Housing Authority of the City of Oxnard is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Oxnard

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The PHA's goals and objectives are aligned with the Consolidated Plan. Specifically, on section AP-20 of the plan. The PHA is working on improving supply of affordable rental housing inventory, reducing homelessness, and increase in availability of social services.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:

Emilio Ramirez

Title:

Housing Director

Signature:

Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Certifications of Compliance with PHA Plan and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 2024, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Oxnard
PHA Name

CA031
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2024

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20_____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director Emilio Ramirez		Name Board Chairman Jason C Zaragoza	
Signature	Date	Signature	Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

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Violence Against Women Act Statement

**THE HOUSING AUTHORITY OF THE CITY OF OXNARD
VAWA CERTIFICATION FY 2024**

THIS IS TO CERTIFY THAT THE PUBLIC HOUSING AGENCY OF THE CITY OF OXNARD (OHA) CA 031 HAS INCORPORATED THE VIOLENCE AGAINST WOMEN ACT (VAWA), ADOPTED AN EMERGENCY TRANSFER PLAN, AND UPDATED THE ADMISSIONS AND CONTINUED OCUPANCY POLICY (ACOP) AS FOLLOWS:

Chapter 16: Program Administration

Part-VII: Violence Against Women Act (VAWA):
Notification, Documentation and Confidentiality

IN ADDITION, IT IS ADOPTED IN THE ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM (Admin Plan) AS FOLLOWS:

Chapter 16: Program Administration

Part-IX: Violence Against Women Act (VAWA):
Notification, Documentation and Confidentiality

In compliance with the Violence Against Women Act (VAWA) a federal law that provides protections for victims of domestic violence, dating violence, sexual assault and stalking. Although the statute does not specifically include human trafficking in the list of victims protected, this policy includes it, to mirror the Department of Housing and Urban Development's recent usage. The Housing Authority of the City of Oxnard will comply with all applicable provisions of VAWA. This summary of VAWA protections is not intended to limit the rights of victims provided by the Act.

The Housing Authority of the City of Oxnard recognizes the below statement as a more descriptive notification to PHA applicants on the VAWA, as compared to the existing paragraph outlined above.

Approved: by the Housing Authority of the City of Oxnard,

Emilio Ramirez, Housing Director

Date

Violence Against Women Act Statement

VIOLENCE AGAINST WOMEN ACT (VAWA)

For further clarification of Chapter 16 Part-VII (ACOP) and Chapter 16 Part-IX (ADMIN Plan)

The Housing Authority of the City of Oxnard (OHA) is responsible for public housing units and housing choice vouchers located in the City of Oxnard. Through our efforts to provide and maintain housing that is decent, safe, and sanitary, the Housing Authority strives for a high standard of property and voucher management.

The OHA's policy is to comply with the Violence Against Women Act (VAWA). The OHA shall not discriminate against an applicant, voucher participant, or public housing resident on the basis of the rights or privileges provided under the VAWA.

The OHA will request that an individual certify via HUD Form 5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking", that the individual is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in Public Law 113-4 and 117-103. Such certification shall include the name of the perpetrator. The OHA will request the certification in writing and require that the resident come into the management office to pick up HUD Form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking". In those cases where the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, is unable to pick up the form due to imminent danger by the perpetrator, the OHA will arrange to safely provide the form to the victim. The individual shall provide such certification within 14 business days after the individual receives HUD Form 5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking". If the individual does not provide the certification within 14 days of receiving the form, nothing in this subsection, in Public Law 113-4 Title VI or in 117-103 Division W, may be construed to limit the authority of the OHA to evict any tenant that commits violations of the Public Housing Lease Agreement. At the discretion of the OHA, the 14-day deadline may be extended.

An individual may also satisfy the certification requirement by producing a Federal, State, tribal, territorial, or local police or court record or providing the OHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse. The professional must attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, sexual assault, or stalking has signed or attested to the documentation.

The OHA will not demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking in order to receive any of the benefits provided in this section. At the discretion of the OHA, an individual may be provided benefits based solely on the individual's statement or other corroborating evidence.

In the case where the OHA receives conflicting certification documents from two or more members of the household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the OHA will determine which is the true victim by requiring third-party documentation. Additionally, the OHA will honor any court orders addressing rights of access or control of the property, including civil protection orders

Violence Against Women Act Statement

issued to protect the victim and to address the distribution or possession of property among the household.

All VAWA information provided to the OHA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, shall be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is-

- i. Requested or consented to by the individual in writing;
- ii. Required for use in an eviction proceeding under Public Law 113-4 or 117-103, referencing conforming amendments made to the United States Housing Act of 1937;
or
- iii. Otherwise required by applicable law.

Part I: Summary					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-24 Replacement Housing Factor Grant No: Date of CFFP: 04/26/2004			FFY of Grant: 2024 FFY of Grant Approval:
Type of Grant: ☒ Original annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 25% of line 23) ³	\$ -			
3	1408 Management Improvements (Not to exceed 10% of line 23)	\$ 60,300.00			
4	1410 Administration (may not exceed 10% of line 23)	\$ 105,700.00			
5	1415 Liquidated Damages				
6	1480 Fees and Costs/ (A& E fees)	\$ 10,000.00			
7	1480 Advertising	\$ 1,000.00			
8	1480 Planning Salaries/ Benefits	\$ 10,000.00			
9	1480 Audit				
10	1440 Site Acquisition				
11	1480 Site Improvement	\$ 140,000.00			
12	1480 Dwelling Structures	\$ 730,000.00			
13	1480 Dwelling Equipment - Nonexpendable				
14	1480 Nondwelling Structures				
15	1480 Nondwelling Equipment (Computer Hardware)	\$ -			
16	1480 Construction Vehicle				
17	1480 Demolition				
18	1480 Moving to Work Demonstration				
19	1480 Relocation Costs				
20	1480 Development Activities ⁴				
21	9001 Collateralization or Debt Service paid by PHA	\$ -			
22	1480 Contingency (may not exceed 8% of line 23)	\$ -			
23	Amount of Annual Grant: (sum of lines 1 - 22)	\$ 1,057,000.00			

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

US Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226

Part I: Summary					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-24 Replacement Housing Factor Grant No: Date of CFFP: 04/26/2004			FFY of Grant: 2024 FFY of Grant Approval:
Type of Grant: ☒ Original annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
24	Amount of line 23 Related to LBP Activities				
25	Amount of line 23 Related to Section 504 compliance	\$ 760,000.00			
26	Amount of line 23 Related to Security - Soft Costs	\$ -			
27	Amount of line 23 Related to Security - Hard Costs				
28	Amount of line 23 Related to Energy Conservation Measures				
Signature of Executive Director		Date	Signature of Public Housing Director		Date

Page 2 of 6

form HUD-50075.1

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-24 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2024		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 31-0	Operations	1406		\$ -				
PHA WIDE								
	Professional Development/							
	Professional Development /Training	1408		\$ 3,300.00				
	Consultants/							
	Consultants	1408		\$ 55,000.00				
	Disaster Preparedness	1408		\$ 2,000.00				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-24 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2024		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 31-0								
PHA WIDE								
	Administration	1410		\$ 105,700.00				
	Fees & Costs	1480		\$ 10,000.00				
	Advertising	1480		\$ 1,000.00				
	Planning Salaries/Benefits	1480		\$ 10,000.00				
	Computer Hardware	1480		\$ -				
	Bond Payment	9001		\$ -				
	Contingency	1480		\$ -				
	Total 31-0:			\$ 187,000.00				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-24 CFFP (Yes/ No): Yes Replacement Housing Factor Grant No:			Federal FFY of Grant: 2024
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
CAL 31-0 PHA-Wide	4/16/2026		4/16/2028		
CAL 31-2 Felicia Court	4/16/2026		4/16/2028		
CAL 31-3 Colonia Road	4/16/2026		4/16/2028		
CAL 31-4 Pleasant Valley	4/16/2026		4/16/2028		
CAL 31-5 Plaza Vista	4/16/2026		4/16/2028		
CAL 31-7 Scattered Sites	4/16/2026		4/16/2028		
CAL 31-8 Palm Vista	4/16/2026		4/16/2028		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name: Oxnard Housing Authority				☒ Original 5-Year Plan ☐ Revision no:	
Development Number/Name/HA-Wide	Year 1 2024	Work Statement for Year 2 FFY Grant: 2025 PHA FY: 2026	Work Statement for Year 3 FFY Grant: 2026 PHA FY: 2027	Work Statement for Year 4 FFY Grant: 2027 PHA FY: 2028	Work Statement for Year 5 FFY Grant: 2028 PHA FY: 2029
	Annual Statement				
CAL 31-0 OHA-Wide		\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00
OHA Wide		\$ 100,000.00		\$ 313,000.00	
CAL 31-1 The Courts					
CAL 31-2 Felicia Court		\$ -	\$ -	\$ 287,000.00	\$ -
CAL 31-3 Colonia Road		\$ 800,000.00	\$ 600,000.00		\$ -
CAL 31-4 Pleasant Valley			\$ -	\$ -	\$ 300,000.00
CAL 31-5 Plaza Vista		\$ -	\$ -	\$ -	\$ 280,000.00
CAL 31-7 Scattered Sites		\$ -	\$ 300,000.00	\$ 300,000.00	\$ -
CAL 31-8 Palm Vista		\$ -	\$ -	\$ -	\$ 320,000.00
CFP Funds Listed for 5-year Planning		\$ 1,057,000.00	\$ 1,057,000.00	\$ 1,057,000.00	\$ 1,057,000.00
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages - Work Activities						
Activities for Year 1 2024	Activities for Year: 2 FFY Grant: 2025 PHA FY: 2026			Activities for Year: 3 FFY Grant: 2026 PHA FY: 2027		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	PHA-Wide	Operations	\$ -	PHA-Wide	Operations	\$ -
Annual	Cal 31-0			Cal 31-0		
Statement						
		Management Improvement	\$ 11,300.00		Management Improvement	\$ 11,300.00
		Administration	\$ 105,700.00		Administration	\$ 105,700.00
		A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
		Advertising	\$ 1,000.00		Advertising	\$ 1,000.00
		Planning Salaries/ Benefits	\$ 19,000.00		Planning Salaries/ Benefits	\$ 19,000.00
		Energy Audit			Computer Hardware	\$ -
		Debt. Service	\$ -		Physical Needs Assessment	\$ -
		Contingency	\$ -		Contingency	\$ -
	Cal 31-0 Subtotal:		\$ 157,000.00	Cal 31-0 Subtotal:		\$ 157,000.00

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages - Work Activities						
Activities for Year 1 2024	Activities for Year: 2 FFY Grant: 2025 PHA FY: 2026			Activities for Year: 3 FFY Grant: 2026 PHA FY: 2027		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	OHA Wide			OHA Wide		
Annual		RAD Preliminary Conversion	\$ 100,000.00			
Statement	OHA Wide Subtotal:		\$ 100,000.00	OHA Wide Subtotal:		\$ -
	Felicia Court			Colonia Village		
				CAL 31-3	504 Conversion	\$ 600,000.00
	CAL 31-2 Subtotal		\$ -	CAL 31-2 Subtotal		\$ 600,000.00
	Colonia Village			Pleasant Valley		
	CAL 31-3	504 Conversion	\$ 800,000.00	CAL 31-4		
	CAL 31-3 Subtotal:		\$ 800,000.00	CAL 31-4 Subtotal:		\$ -
	Plaza Vista					
				Scattered Sites		
	CAL 31-5 Subtotal		\$ -	CAL 31-7	Building Redevelopment-Althea	\$ 300,000.00
	Scattered Sites			CAL 31-7 Subtotal:		\$ 300,000.00
	CAL 31-7 Subtotal:		\$ -			
	Palm Vista			Palm Vista		
				CAL 31-8		
	CAL 31-8 Subtotal:		\$ -	CAL 31-8 Subtotal:		\$ -
	Total CFP Estimated Cost		\$ 1,057,000.00	Total CFP Estimated Cost		\$ 1,057,000.00

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages --- Work activities					
Activities for Year: 4 FFY Grant: 2027 PHA FY: 2028			Activities for Year: 5 FFY Grant: 2028 PHA FY: 2029		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
PHA-Wide	Operations	\$ -	PHA-Wide	Operations	\$ -
Cal 31-0			Cal 31-0		
	Management Improvement	\$ 11,300.00		Management Improvement	\$ 11,300.00
	Administration	\$ 105,700.00		Administration	\$ 105,700.00
	A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
	Advertising	\$ 1,000.00		Advertising	\$ 1,000.00
	Planning Salaries/ Benefits	\$ 19,000.00		Planning Salaries/ Benefits	\$ 19,000.00
	Computer Hardware	\$ -		Computer Hardware	
	Contingency	\$ -		Contingency	\$ -
Cal 31-0 Subtotal:		\$ 157,000.00	Cal 31-0 Subtotal:		\$ 157,000.00

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages --- Work activities					
Activities for Year: 4 FFY Grant: 2027 PHA FY: 2028			Activities for Year: 5 FFY Grant: 2028 PHA FY: 2029		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide			OHA Wide		\$ -
	Window replacement	\$ 313,000.00			
OHA Wide Subtotal:		\$ 313,000.00	OHA Wide Subtotal:		\$ -
Felicia Court		\$ -			
CAL 31-2	Roofing	\$ 287,000.00			
CAL 31-2 Subtotal:		\$ 287,000.00	CAL 31-2 Subtotal:		
Colonia Village			Colonia Village		
CAL 31-3			CAL 31-3		
CAL 31-3 Subtotal			CAL 31-3 Subtotal		
Pleasant Valley			Pleasant Valley		
CAL 31-4	Flooring	\$ -	CAL 31-4	Flooring	\$ 300,000.00
CAL 31-4 Subtotal:		\$ -	CAL 31-4 Subtotal:		\$ 300,000.00
Plaza Vista			Plaza Vista		
CAL 31-5			CAL 31-5	Elevator	\$ 280,000.00
CAL 31-5 Subtotal:			CAL 31-5 Subtotal:		\$ 280,000.00
Scattered Sites			Scattered Sites		
CAL 31-7	Roofing	\$ 300,000.00	CAL 31-7		
CAL 31-7 Subtotal:		\$ 300,000.00	CAL 31-7 Subtotal:		\$ -
Palm Vista			Palm Vista		
CAL 31-8 Subtotal:			CAL 31-8 Subtotal:	Elevator	\$ 320,000.00
Total CFP Estimated Cost		\$ 1,057,000.00	Total CFP Estimated Cost		\$ 1,057,000.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING THE 5-YEAR PUBLIC HOUSING AGENCY (PHA) PLAN, THE ANNUAL AGENCY PLAN, THE 2024 CAPITAL FUND PROGRAM (CFP) BUDGET, THE CFP FIVE-YEAR ACTION PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a 5-Year PHA Plan and Annual Agency Plan for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, The OHA adopted a 5-Year Agency Plan in 2020; and

WHEREAS, on March 19, 2024, the OHA conducted a public hearing on the proposed fifth year of the 2020-2025 Five-Year PHA Plan, the Annual Agency Plan, the 2024 CFP Budget and the CFP Five-Year Action Plan.

WHEREAS, the OHA wishes to adopt its Annual Agency Plan, the fifth year of the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2024 CFP Budget.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Board hereby approves the Annual Agency Plan, the fifth year of the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2024 CFP Budget, as presented to the Board on March 19, 2024; and
2. The Board authorizes and directs the chairman to execute the HUD Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and
3. The Board authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and
4. The Board authorizes the Housing Director to accept and expend the funds as indicated in the 2024 CFP Budget and the CFP Five-Year Action Plan.

APPROVED AND ADOPTED THIS _____ DAY OF _____ 2024 BY THE
FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Chairman

Attest:

Rose Chaparro, Secretary-Designate

Approved as to form:

Stephen M. Fischer, General Counsel

5-YEAR AGENCY PLAN AND ANNUAL PLAN

Emilio Ramirez, Director
Housing Department
Community Services, Public Safety, Housing, & Development Committee
February 27, 2024

1. The 5-Year PHA and the Annual Agency Plan provide a description of the Housing Authority's basic regulations, requirements and operational program policies. The current 5-Year PHA plan was adopted in 2020. The Annual Agency plan outlines any revisions, new activities, and progress towards the PHA's goals and objectives.
2. Required by 24 CFR Part 903
3. Serves as the application for Capital Fund Grants which provide the funding for capital improvements for Public Housing
4. Due to HUD by April 16, 2024 – at least 75 days prior to the start of the fiscal year

Housing Opportunity through Modernization Act implementation guidance for new regulations was published 9/29/23, PHAs are required to be in compliance by 1/1/25. The proposed Amendments to the Housing Choice Voucher (Section 8) Administrative Plan & Admissions and Continued Occupancy Plan are as follows:

1. “Assets” defined as all family assets with enumerated exclusions. New rules on how income from assets is calculated.
2. Household income projected at new admissions; for reexaminations, the income will be based on previous 12 months.
3. Asset limitation: >\$100,000 in total assets or ownership in a real property (HUD will issue additional guidance on this regulation). The OHA will adopt any grace periods allotted by federal regulations for families who are no longer eligible.
4. HUD form 9886- Authorization for the Release of Information, will only require signature once. The OHA will deny admission or terminate assistance for revocation of consent.
5. PHAs will not be out of compliance solely due to minimis errors (PHA error resulting in a difference < \$30/month) but will need to take corrective action if a family is overcharged.
6. Interim income reexaminations not required for decreases of <10%, they are required for increases of >10%. The OHA will conduct an interim reexamination for any reported changes by the family and will not conduct for increases in income if annual reexamination is due within 3 months.

Proposed Amendments to the Housing Choice Voucher (Section 8) Administrative Plan & Admissions and Continued Occupancy Plan (continued):

7. Eliminates the earned income disregard (EID), only current participants may continue until end of term.
8. Mandatory deductions to be adjusted annually for families with dependents or elderly and disabled.
9. Sum of unreimbursed health & medical care, reasonable attendant care, & auxiliary expenses >10% (previously 3%) of annual income can be deducted. The OHA will adopt hardship exemptions for phase in families, families who face financial hardship as a result of this change and for continued child care expenses.
10. Participants may self-certify their assets if <\$50,000. The OHA will accept self-certifications.
11. PHAs may use other means-tested federal public assistance program income determinations. When available and if applicable, the OHA will use other program income determinations.
12. PHAs are no longer required to use Enterprise Income Verification (EIV) income reports. The OHA will use EIV reports as needed.

PHAs are permitted to establish local preferences based on local housing needs and priorities.

Involuntary Displacement Preference (Revised*):

Families are considered to be involuntarily displaced if they are:

- a) displaced as a result of an improvement or development project to which the Oxnard Housing Authority has ownership interest and no suitable unit is available; or
- b) displaced by a government declaration of emergency, such as a natural disaster; or
- c) displaced as a result of an extenuating circumstance as certified by the Housing Director. An extenuating emergency does not include individuals whose tenancy was terminated for cause or individuals who do not have a legally binding landlord/tenant relationship.

These admissions must meet the Oxnard Housing Authority Residency Preference.

*The proposed revision has been submitted to HUD for review, any modifications recommended will be adopted.

The OHA intends to undertake the following new activities related to the following in the 2024 Annual PHA Plan:

1. Conversion of Public Housing to Project Based: Last year, the OHA initiated new activities related to the repositioning of its public housing inventory (conversion). This action will provide a more stable stream of subsidy, is more conducive to raising debt/equity, and will allow OHA to leverage funding for rehabilitation of its public housing units. In 2024, the OHA will continue to with a physical needs assessments, financial analysis, and environmental reviews, and development of an asset repositioning plan.
2. Project-based vouchers: The OHA will undertake efforts to identify and apply for new voucher allocations for project-based vouchers. The project-based voucher is subsidized housing assistance that is tied to a specific unit. The goal is to increase the number of affordable units available to low-income families.
3. Choice Neighborhoods Grant: The OHA will complete an analysis to determine if the OHA is in the position to compete for the Department of Housing and Urban Development's (HUD) FY 2024 Choice Neighborhoods Grant. If so, the OHA will submit an application to HUD. The grant leverages public and private dollars to support local strategies by PHAs that address struggling neighborhoods with distressed public HUD-assisted housing through a comprehensive approach that transforms not only the housing units, but the neighborhood as well.

1. Purpose of the capital fund program is to maintain and preserve the integrity of the Oxnard Housing Authority's public housing units and to fund necessary improvements
2. The Fiscal Year 2024 requested capital fund budget is: \$1,057,000
3. Approximately \$870,000 will be used towards capital improvements:
 - a) 504-conversion project which refers to the multi-phase project through which 18 existing units are being converted to ensure they accessible to individuals with disabilities. This is a requirement from the Department of Housing and Urban Development.
 - b) Alley repairs at Colonia Village Project.
4. The remaining funds will be allocated towards administrative expenses.

1. The forty-five day public comment period commenced on November 16, 2023.
2. Staff held public meetings on December 7, 2023 and January 18, 2024.
3. There were no objections or written comments. The following verbal comment was received (summarized):
 - a) Question: Can a pie chart of the annual capital fund program (CFP) budget be created?
 - b) Response: CFP must be created using form HUD-50075. However; staff will create a pie chart for the PowerPoint presentation when conducting public meetings.

That the Community Services, Public Safety, Housing & Economic Development Committee recommend that the Board of Commissioners:

1. Hold a public hearing to receive comments concerning the fifth year of the 5-Year Public Housing Agency Plan, the 2024 Capital Fund Budget, and the Capital Fund Five-Year Action Plan; and
2. Adopt a resolution:
 - a. Approving the 2024 Annual Agency Plan, 5-Year Public Housing Agency Plan for the Housing Authority of the City of Oxnard;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with federal policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with policies and procedures of the Department of Housing and Urban Development regarding the Annual Agency Plan and the 5-Year Public Housing Agency Plan;
 - d. Approving the 2024 Capital Fund Budget and Capital Fund Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2024 Capital Fund Budget and Capital Fund Five-Year Action Plan.



End of Presentation