

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



AMENDED AGENDA
(Closed Session added 5/30/19)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
June 4, 2019

Closed Session - 4:30 PM
Appointment Items - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS:
CLOSED SESSION (4:30 PM) (NEW ITEM)

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** (Government Code section 54956.9 (d)(1))
(City Council)
Name of case: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.
Ventura County Superior Court, Case Nos. 56-2015-00470344-CU-EI-VTA; 56-2018-00512103-CU-MC-VTA

C. APPOINTMENT ITEMS (5:00 PM)

1. Community Development Department

SUBJECT: Recovery of Nuisance Abatement Costs. (5/10/15)

RECOMMENDATION: That the City Council:

- 1) conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs,
- 2) approve the cost report, and
- 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

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: (Staff Presentation / Council Discussion / Public Comment)

2. Community Development Department

SUBJECT: Recovery of Civil Citation Fines. (5/10/15)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines;
2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating June 2019 as "Pride Month" in the City of Oxnard.
2. SUBJECT: Presentation of a Proclamation Designating June 15, 2019 as the "29th Annual Juneteenth Celebration."
3. SUBJECT: Presentation of a Commendation to Santa Clara High School Boys Basketball Team for Winning the CIF Southern Section Division 5AA and Advancing to the State's Semi-Finals.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. 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 cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 21, 2019 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Clerk Department

SUBJECT: Appointment of Citizen Advisory Group ("CAG") Members.

RECOMMENDATION: That the Mayor, with the concurrence of the City Council, appoint Councilmember Madrigal's nominee to the Community Relations Commission, and Mayor Flynn's nominee to the Downtown Design Review Committee.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

3. Community Development Department

SUBJECT: Seventh Amendment for Joranda Marketing Inc. (dba Jan-Pro Cleaning Systems Central Coast) Trade Services Agreement No. A-7846 and Budget Appropriation for Janitorial Services at the Oxnard Transit Center.

RECOMMENDATION: That City Council:

1. Approve and authorize the Mayor to execute the Seventh Amendment to Trade Services Agreement No. A-7846 with Joranda Marketing Inc. dba Jan-Pro Cleaning Systems Central Coast, to increase the amount from \$530,193 not to exceed \$557,390 (an increase of \$27,197) and to extend the expiration date to July 1, 2019, for janitorial services at the Oxnard Transit Center at 201 East Fourth Street; and

2. Approve the appropriation of \$27,197 for an additional two months of janitorial services at the Oxnard Transit Center (Account No. 213-3110-803-8209).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Finance Department

SUBJECT: Amendment to External Auditor Agreement for Measure O Fund agreed-upon procedures for FY 2017-18 and FY 2018-19.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Eighth Amendment to Agreement A-7819 with Eadie + Payne, LLP, to increase the amount by \$22,000, for a total amended not-to-exceed amount over 5 years of \$1,997,910 for FY 2017-18 and FY 2018-19 agreed-upon procedures for Measure O Fund.

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

5. Housing Department

SUBJECT: Housing Authority Investment Policy and Investment Portfolio Guidelines.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") adopt a resolution adopting an investment policy and investment portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2019-2020.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

6. Police Department

SUBJECT: Change in Accounting Practices for Phoenix Group Contract.

RECOMMENDATION: That the City Council approve a budget appropriation for the current fiscal year (2018-19) that recognizes:

1. A \$280,066 increase in General Fund revenues (101-2101-556-7402) due to a change in the accounting process of collecting parking citations, civil citations, and animal safety citations; and
2. A \$280,066 increase in General Fund expenditures (101-2101-802-8202 Patrol and 101-2106-802-8202 Animal Safety) due to a change in the accounting process of remitting payments to Phoenix Group (vendor) for its services and the County of Ventura Auditor's Office.

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

7. Police Department

SUBJECT: Amendment to Agreement with Vigilant Solutions LLC.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement 7907-17-PO with Vigilant Solutions LLC., to increase the amount by \$275,000 to a total of \$425,000 over five years for the purpose of adding nine additional, three camera Mobile LPR (License Plate Reader) systems. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

8. Police Department

SUBJECT: MOUs with School Districts.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute the Cost Sharing Memorandum of Understanding (MOU) between the City and 1) the Rio School District, 2) Hueneme School District, 3) Oxnard School District and 4) Oxnard Union High School District for the School Resource Officer (SRO) Program. These MOUs set forth guidelines between

the listed school districts and the Oxnard Police Department (OPD) to ensure an understanding of the goals of the SRO program. The various districts reimburse the OPD for a portion of the personnel costs associated with this program. These MOUs establish a 3-year term with each school district where the reimbursement rate will remain the same throughout fiscal years 2019 through 2022. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

9. Public Works Department

SUBJECT: Approval of First Amendment to Agreement No. A-8022 with MNS Engineers, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8022 with MNS Engineers, Inc., increasing the agreement value from \$250,000 to \$400,000 and amending the language in Section 21 (Hold Harmless, Defense and Indemnity) of the agreement.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Approval of First Amendment to Agreement No. A-8013 with Encompass Consultant Group, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8013 with Encompass Consultant Group, Inc., increasing the agreement value from \$250,000 to \$400,000 and amending the language in Section 21 (Hold Harmless, Defense and Indemnity) of the agreement.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

11. Public Works Department

SUBJECT: Approval of Third Amendment to Agreement No. A-8231 with M6 Consulting for Engineering, Professional, and Technical Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8231 with M6 Consulting to:

- (1) Expand the Scope of Services to include engineering and other technical services;
- (2) Extend the agreement term to February 28, 2021; and
- (3) Increase the value of the Agreement from \$200,000 to \$450,000 for ongoing services.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

12. Public Works Department

SUBJECT: Approval of Third Amendment to Agreement No. A-8102 with Interwest Consulting Group, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8102 with Interwest Consulting Group, Inc. to:

- (1) Extend the Agreement term to June 30, 2020 and
- (2) Increase the value of the Agreement from \$239,920 to \$419,920 for ongoing services.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

13. Public Works Department

SUBJECT: Agreement No. 8125 with Pacific Coast Land Design, Inc. for performing community engagement and design work for the La Colonia Green Alleys Project.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute an Agreement (A-8125) with Pacific Coast Land Design, Inc. in the amount of \$244,252.30 to perform community engagement and design work for the La Colonia Green Alleys Project. (Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

14. Public Works Department

SUBJECT: Award Agreement No. 8141 for Mandalay Bay Bridge and Edison Canal Bridge Rehabilitation Plans, Specifications & Estimate.

RECOMMENDATION: That the City Council:

1. Award and authorize the Mayor to execute Agreement No. 8141 in the amount of \$201,914 with Dokken Engineering for design of the Mandalay Bay Bridge Rehabilitation Project 133113 and Edison Canal Bridge Rehabilitation Project 133114; and
2. Approve \$10,000 for project contingency for the Mandalay Bay Bridge Rehabilitation and \$10,191 for the Edison Canal Bridge Rehabilitation Project; and
3. Approve an appropriation of \$13,708 from the Street Maintenance Fund (105) for the Mandalay Bay Bridge Rehabilitation (Project 133113).

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

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

15. Public Works Department

SUBJECT: Fiscal Year 2019-2020 Landscape Maintenance Districts - Initiation of Proceedings, Declaration of Intention to Levy and Collect Assessments, and Scheduling of Public Hearing.

RECOMMENDATION: That the City Council:

1. Adopt a resolution initiating proceedings for the annual levy and collection of assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts; and
2. Adopt a resolution declaring intention to levy and collect assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

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

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

16. Public Works Department

SUBJECT: Special Tax Levy for Community Facility Districts No. 1 and No. 2 (Westport at Mandalay Bay).

RECOMMENDATION: That the City Council, acting as legislative body for Community Facilities Districts (CFD) No. 1 and 2:

1. Adopt a resolution (Attachment 1) setting a special tax rate within CFD No. 1 (Westport at

Mandalay Bay) for FY 2019-2020; and

2. Adopt a resolution (Attachment 2) setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2019-2020.

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

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

17. Public Works Department

SUBJECT: Special Tax Levy for Community Facility Districts No. 3 and No. 4 (Seabridge at Mandalay Bay).

RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4:

1. Adopt a resolution (Attachment 1) setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2018-19; and

2. Adopt a resolution (Attachment 2) setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2018-19.

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

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

18. Public Works Department

SUBJECT: Adopt a Resolution Authorizing the Special Tax Levy for Community Facilities District No. 5 (Riverpark).

RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District (CFD) No. 5:

1. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for FY 2019-2020 (Attachment A); and

2. Authorize the Special Districts Manager to execute an agreement for Billing of Direct Assessments (Attachment B) with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

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

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

19. Public Works Department

SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Blvd./Highway 101 Interchange).

RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District No. 2000-3 (CFD No. 2000-3), adopt a resolution (Attachment A) setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2019-2020. (The Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

20. Public Works Department

SUBJECT: Statewide Park Development and Community Revitalization Program Grant Application.

RECOMMENDATION: That City Council adopt resolutions authorizing the City Manager to submit an application for \$8,500,000 in Statewide Park Development and Community Revitalization Program grant funds for the Campus Park Activation Project.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

21. **Public Works Department**

SUBJECT: Approve Grant Fund Transfer, Allocations, and Contract Amendments to Rice Avenue at Fifth Street Grade Separation Project.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following:

1. Transfer of \$12,406,000 Senate Bill 1 (SB1) Trade Corridor Enhancement Program (TCEP) grant funds from Fund 181 (State Gas Tax) to Fund 189 (TCEP);
2. A first amendment to Caltrans Cooperative Work Agreement No. 07-5065 upon receipt, identifying \$1,400,000 of SB1 TCEP grant for right-of-way (ROW) engineering;
3. A first amendment to WKE, Inc. Agreement A-8094, adding \$490,075 and adding subconsultant, Group Delta, Padre & Associates;
4. Authorize future changes to sub-consultants by the Public Works Director; and
5. Unappropriate \$23,000 from Fund 275 (Federal Railroad Administration Railroad Safe Transportation of Energy Products) transportation grant.
(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. **PUBLIC HEARINGS**

1. **Housing Department**

SUBJECT: Fiscal Year 2019-20 Community Development Block Grant, HOME Investment Partnerships, and Hearth Emergency Solutions Grant Annual Action Plan Funding Recommendations. (15/20/25)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive and consider public comments regarding the Plan Year 2019 Annual Action Plan funding recommendations of the seventh and final year of the 2013-2019 Consolidated Plan;
2. Approve the 2019 Annual Action Plan with final recommended use of funds for the three entitlement grants, Community Development Block Grant, HOME Investment Partnerships grant and the Hearth Emergency Solutions Grant;
3. Authorize the City Manager to make any changes to the Annual Action Plan as directed by the City Council, including amending any budget appropriations approved by the City Council and requiring amendment to reflect the additional federal funding received;
4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Annual Action Plan to the U.S. Department of Housing and Urban Development;
5. Authorize the City Manager to execute agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements; and
6. Authorize the City Manager to execute, from time to time, subsequent Annual Action Plan

administrative adjustments as authorized by the Citizen Participation Plan.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Community Development Department

SUBJECT: Planning & Zoning Permit No. 19-580-03 (Zoning Text Amendment - ZTA) – Amendments to Chapters 11 and 16, of the Oxnard City Code (OCC) Pertaining to Manufacturing, Testing, and Distribution of Cannabis. (20/15/10)

RECOMMENDATION: That the City Council:

1. Following the public hearing, approve the first reading by title only and waiving further reading an Ordinance of the City Council of the City of Oxnard adding Article XVI to Chapter 11 and amending Chapter 16 of the Oxnard City Code to permit cannabis manufacturing, testing, and distribution.
2. Adopt a resolution approving the live scan procedure to adopt an Originating Agency Identification (ORI) number to permit the City to obtain both state and federal (FBI) criminal histories for the regulation of cannabis applicants.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

M. REPORTS

1. Housing Department

SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2020. (5/5/5)

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving and adopting the recommended \$7,242,417 operating budget for the Low Rent Public Housing program (“LRPH”) for fiscal year 2020, as presented for each project area; and
2. Approve and authorize the use of \$539,323 of unrestricted cash and investments to fund the projected deficit.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

2. Housing Department

SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2020. (5/5/5)

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving and adopting the recommended \$21,760,439 operating budget for the Section 8 Housing Choice Voucher Program (“Section 8”) for fiscal year 2020; and
2. Approve and authorize the use of \$234,189 of unrestricted cash/investments to fund the projected deficit.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

N. ADJOURNMENT

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CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. C.1.

DATE: June 4, 2019
TO: City Council
FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org
SUBJECT: Recovery of Nuisance Abatement Costs. (5/10/15)

RECOMMENDATION

That the City Council:

- 1) conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs,
- 2) approve the cost report, and
- 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

BACKGROUND

Oxnard City Code (OCC) Sections 7-17 and 7-18, inclusive, set forth the procedures for recovering nuisance abatement costs incurred by the City in abating public nuisances. OCC Section 7-13 provides that nuisance abatement costs, including any notice and appeal costs, shall be paid by the person creating, causing, committing or maintaining the nuisance.

In accordance with OCC Section 7-4 through 7-8, a notice to abate was mailed to each property owner. The notice also informed the property owner of their right to appeal and that a written request for an appeal before a hearing officer must be received by the City Clerk within 10 days of receiving this notice. No requests for appeal were received.

One abatement was conducted and remains unpaid, the Halaco Superfund Site homeless camp abatement for \$324,384.54.

Pursuant to OCC section 7-16, the 2018 Nuisance Abatement Report (Attachment A) was posted at City Hall, 300 West Third Street, on May 23, 2019, Pursuant to OCC Section 7-17, the City Council is to consider objections by any property owner whose property is to be assessed with nuisance abatement costs as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's Direction.

Upon approval of the 2018 Nuisance Abatement Report, the City Manager shall file a certified copy of the report with the Ventura County Auditor-Controller in order to enter the nuisance abatement costs as special assessments on the fiscal year 2019-2020 property tax roll. (OCC Section 7-14 & 7-64(D)).

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the

promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

Approval of the 2018 Nuisance Abatement Report and the placements of the special assessments on the Ventura County 2019-2020 property tax roll will enable the City to recover \$324,384.54 in nuisance abatement costs incurred in 2018.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Roger Brooks, Code Compliance Manager

ATTACHMENTS

1. Attachment A-2018 Nuisance Abatement Report

2018 NUISANCE ABATEMENT REPORT

The City will be recovering nuisance abatement costs in accordance with City Ordinance Chapter 7

	Owner Name	Violation Address	APN#	Case #	Abatement Cost	Admin Fee	TOTAL COST	TOTAL LIEN
<u>1</u>	CLARENCE W. HAACK LIVING TRUST 245 FOUNDRY LANE CAMDEN, TN 38320	6200 PERKINS RD.	231-0-032-165	18-04212	\$324,334.54	\$50.00	\$324,384.54	\$324,384.54

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CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. C.2.

DATE: June 4, 2019
TO: City Council
FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org
SUBJECT: Recovery of Civil Citation Fines. (5/10/15)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines;
2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

BACKGROUND

Oxnard City Code (OCC) Sections 7-50 to 7-64, inclusive, set forth the procedures for recovering fines levied by the City in the form of civil citations for City Code violations. OCC Section 7-52 provides that civil citation fines be paid by the person who received the citation. Furthermore, OCC Section 7-64(E) provides that fines may be recovered as a special assessment against the property belonging to the person who received the citation. Pursuant to OCC Section 7-64, notice has been given to each responsible property owner of this assessment hearing.

Pursuant to OCC Section 7-64(H), the City Council is to consider objections by any property owner whose property is to be assessed with civil citation fines as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's direction. However, it should be noted that every effort has been made prior to the release of this report and the scheduled City Council consideration to address objections to the cost report and work with property owners to make payments and be compliant.

The purpose of this hearing is not to determine the validity of the underlying civil citations. Under the OCC, those cited have a right to a preliminary review of their civil citation, a full administrative hearing, and judicial review of the citation. The citations that are the subject of the cost report have either not been appealed or have been previously appealed through this process. In either case, the appeal process for these citations is concluded. The only issue now before the City Council is objections to the cost report from those liable for the proposed assessment.

The 2018 Civil Citation Cost Report (Attachment A) lists twenty-nine (29) property owners and \$131,150 in fines to be recovered. In comparison, the 2017 Civil Citation Cost Report included nineteen (19) property owners and \$40,200 in fines to be recovered. The number of owners and the total fine amount has increased over the last two years. Staff attributes the increase in properties (32) and citation amounts to staff's increased emphasis to resolve long-term, unresolved code compliance cases, including and three long-term commercial property violations. Of the 29 property owners on the Civil Citation Cost Report, 21 of the cases were initiated before 2016, and 9 of those properties are now part of the Safe Homes Safe Families Repeat Offender Program. In addition, 8 property owners were also on the 2017

Civil Citation Cost Report, 2 property owners were on the 2016 Civil Citation Cost Report and 1 property owner was on the 2015 Civil Citation Cost Report. Code Compliance continues to work with the property owners by providing information and education for compliance.

Upon approval of the cost report, the City Manager shall file a certified copy of the cost report with the Ventura County Auditor-Controller in order to enter the civil citations fines as special assessments on the fiscal year 2019-2020 property tax roll.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

Approval of the 2018 Civil Citations Cost Report and the placements of the special assessments on the Ventura County 2019-2020 property tax roll will allow for the collection of \$131,150 in outstanding revenue.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Roger Brooks, Code Compliance Manager

ATTACHMENTS

1. Attachment A: 2018 Civil Citation Cost Report

2018 CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

	Owner	Violation_Address	APN#	Case #	Citation #	Issued_Date	Fine_Amt	Late Fee	TOTAL FINE	TOTAL LIEN
<u>1</u>	Eugene Beville 4550 Eastbourne Bay Oxnard, CA 93035	4550 Eastbourne Bay	188-0-091-165	16-02628	54394	7/12/2018	\$500.00	\$25.00	\$525.00	\$4,075.00
					55203	8/15/2018	\$1,000.00	\$25.00	\$1,025.00	
					55220	9/26/2018	\$2,500.00	\$25.00	\$2,525.00	
								TOTAL	\$4,075.00	
<u>2</u>	Tony Solis/Angel Borjon 1000 King Street Oxnard, CA 93030	1000 King St.	202-0-165-230	15-03093	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$7,500.00
					48935	3/4/2016	\$500.00	\$25.00	\$525.00	
					49591	7/28/2016	\$2,500.00	\$25.00	\$2,525.00	
					50332	9/27/2016	\$2,500.00	\$25.00	\$2,525.00	
					52707	9/26/2017	\$100.00	\$25.00	\$125.00	
					52714	10/30/2017	\$200.00	\$25.00	\$225.00	
					52720	12/7/2017	\$500.00	\$25.00	\$525.00	
					55216	9/13/2018	\$500.00	\$25.00	\$525.00	
					52615	11/27/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$7,500.00	
<u>3</u>	Ricardo Chacon 510 E. Channel Islands Blvd. Oxnard, CA 93033	510 E. Channel Islands Blvd.	219-0-026-050	12-01428	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,575.00
					53358	1/24/2018	\$500.00	\$25.00	\$525.00	
					52947	4/2/2018	\$500.00	\$25.00	\$525.00	
					55021	8/20/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$1,575.00	
<u>4</u>	Larry Chavira 3320 Clinton Street Oxnard, CA 93033	3320 Clinton St.	219-0-084-105	18-01050	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,525.00
					38676	11/26/2018	\$1,500.00	\$25.00	\$1,525.00	
								TOTAL	\$1,525.00	
<u>5</u>	Jacqueline Colvin 1010 W. Channel Islands Blvd. Oxnard, CA 93033	1010 W. Channel Islands Blvd.	205-0-461-065	12-00108	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,050.00
					53363	1/25/2018	\$500.00	\$25.00	\$525.00	
					52948	4/2/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$1,050.00	
<u>6</u>	Jose L. Corona 3304 South B Street Oxnard, CA 93033	3304 S. B St.	205-0-206-015	14-01995	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$2,625.00
					54504	5/25/2018	\$500.00	\$25.00	\$525.00	
					53225	1/9/2018	\$500.00	\$25.00	\$525.00	
					52939	3/6/2018	\$500.00	\$25.00	\$525.00	
					54478	4/11/2018	\$500.00	\$25.00	\$525.00	
					55008	7/17/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$2,625.00	
<u>7</u>	Rita Diaz 13105 Williamsburg Place Bakersfield, CA 93314	121 North H st.	202-0-021-090	14-04178	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$4,950.00
					54378	3/26/2018	\$200.00	\$25.00	\$225.00	
					54380	3/26/2018	\$400.00	\$25.00	\$425.00	
				14-04179	54392	6/21/2018	\$400.00	\$25.00	\$425.00	
					54393	6/21/2018	\$800.00	\$25.00	\$825.00	
					55209	8/30/2018	\$1,000.00	\$25.00	\$1,025.00	
					55212	8/30/2018	\$2,000.00	\$25.00	\$2,025.00	
								TOTAL	\$4,950.00	
<u>8</u>	Isaias D. Durazo 3501 South G Street Oxnard, CA 93033	3501 S. G St.	205-0-222-145	16-02368	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,575.00
					54505	5/25/2018	\$500.00	\$25.00	\$525.00	
					55282	9/17/2018	\$500.00	\$25.00	\$525.00	
					55299	12/5/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$1,575.00	

Notes

2017

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2018 CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

	Owner	Violation Address	APN#	Case #	Citation #	Issued Date	Fine_Amt	Late Fee	TOTAL FINE	TOTAL LIEN	
<u>9</u>	Isidro Garcia 107 Gibraltar Street Oxnard, CA 93030	107 Gibraltar St.	216-0-094-135	09-01230	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,175.00	SHSF
					54341	3/26/2018	\$100.00	\$25.00	\$125.00		
					54620	7/24/2018	\$500.00	\$25.00	\$525.00		
					55235	8/30/2018	\$500.00	\$25.00	\$525.00		
									TOTAL	\$1,175.00	
<u>10</u>	Salvador Gutierrez 2381 Diamond Head Way Oxnard, CA 93036	231 S. Marquita	201-0-154-045	10-01718	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,925.00	SHSF
					54329	2/28/2018	\$100.00	\$25.00	\$125.00		
					54531	4/23/2018	\$200.00	\$25.00	\$225.00		
					55230	8/15/2018	\$500.00	\$25.00	\$525.00		
					52637	11/5/2018	\$500.00	\$25.00	\$525.00		
					55247	10/1/2018	\$500.00	\$25.00	\$525.00		
									TOTAL	\$1,925.00	
<u>11</u>	Cesar W. Hernandez 1171 West Hemlock Street Oxnard, CA 93033	1171 W. Hemlock St.	203-0-202-255	17-03083	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$2,425.00	2017
					54483	4/11/2018	\$500.00	\$25.00	\$525.00		
					55001	7/12/2018	\$500.00	\$25.00	\$525.00		
					53368	1/29/2018	\$200.00	\$25.00	\$225.00		
					54500	5/24/2018	\$500.00	\$25.00	\$525.00		
					51708	9/20/2018	\$600.00	\$25.00	\$625.00		
									TOTAL	\$2,425.00	
<u>12</u>	Richard R. Herrera 1264 Indio Drive Oxnard, CA 93030	4024 S. F st.	205-0-344-015	17-02262	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,675.00	
					53264	3/5/2018	\$200.00	\$25.00	\$225.00		
					43703	4/6/2018	\$400.00	\$25.00	\$425.00		
					55183	8/9/2018	\$1,000.00	\$25.00	\$1,025.00		
									TOTAL	\$1,675.00	
<u>13</u>	Diana Lara 238 East Date Street Oxnard, CA 93033	238 E. Date St.	204-0-082-300	15-02909	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,575.00	
					54476	4/9/2018	\$500.00	\$25.00	\$525.00		
					53360	1/24/2018	\$500.00	\$25.00	\$525.00		
					54524	7/12/2018	\$500.00	\$25.00	\$525.00		
									TOTAL	\$1,575.00	
<u>14</u>	Francisco Lopez 1545 Cypress Street Oxnard, CA 93030	1545 Cypress St.	204-0-041-130	13-04130	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$2,100.00	
					55279	8/31/2018	\$500.00	\$25.00	\$525.00		
					55295	10/16/2018	\$500.00	\$25.00	\$525.00		
					53364	1/25/2018	\$500.00	\$25.00	\$525.00		
					54480	4/11/2018	\$500.00	\$25.00	\$525.00		
									TOTAL	\$2,100.00	
15	Estela Mata 124 Gibraltar Street Oxnard, CA 93030	124 Gibraltar St.	216-0-096-025	09-01238	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,050.00	
					55237	8/30/2018	\$500.00	\$25.00	\$525.00		
					54612	7/10/2018	\$500.00	\$25.00	\$525.00		
									TOTAL	\$1,050.00	
<u>16</u>	Gustavo Morales 321 North Juanita Avenue Oxnard, CA 93030	321 N. Juanita Ave.	201-0-064-060	15-02674	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,925.00	SHSF
					54347	4/9/2018	\$200.00	\$25.00	\$225.00		
					54326	2/27/2018	\$100.00	\$25.00	\$125.00		
					54624	7/31/2018	\$500.00	\$25.00	\$525.00		
					55428	10/1/2018	\$500.00	\$25.00	\$525.00		
					52635	11/5/2018	\$500.00	\$25.00	\$525.00		
									TOTAL	\$1,925.00	

2018 CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

	Owner	Violation Address	APN#	Case #	Citation #	Issued Date	Fine_Amt	Late Fee	TOTAL FINE	TOTAL LIEN
<u>17</u>	Antonio Palma 1520 East First Street Oxnard, CA 93030	1520 E. First St.	201-0-312-115	13-02251	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$2,225.00
					52965	2/6/2018	\$100.00	\$25.00	\$125.00	
					54335	3/14/2018	\$500.00	\$25.00	\$525.00	
					54617	7/17/2018	\$500.00	\$25.00	\$525.00	
					54544	8/20/2018	\$500.00	\$25.00	\$525.00	
					55435	12/3/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$2,225.00	
<u>18</u>	Constantino Papanicobou 2801 Paseo Mercado Oxnard, CA 93036	2801 Paseo Mercado	144-0-144-145	18-02478	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$12,525.00
					53423	7/11/2018	\$600.00	\$25.00	\$625.00	
					53424	7/17/2018	\$600.00	\$25.00	\$625.00	
					53382	7/25/2018	\$700.00	\$25.00	\$725.00	
					53383	8/2/2018	\$800.00	\$25.00	\$825.00	
					53385	8/15/2018	\$1,200.00	\$25.00	\$1,225.00	
					53386	8/22/2018	\$1,200.00	\$25.00	\$1,225.00	
					53387	8/29/2018	\$1,200.00	\$25.00	\$1,225.00	
					53392	9/20/2018	\$3,000.00	\$25.00	\$3,025.00	
					53396	10/4/2018	\$3,000.00	\$25.00	\$3,025.00	
								TOTAL	\$12,525.00	
<u>19</u>	Jaime R. Parga 151 Bellafonte Court Camarillo, CA 93012	1304 S. Oxnard Blvd.	204-0-030-160	12-02913	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$9,075.00
					43709	5/11/2018	\$3,000.00	\$25.00	\$3,025.00	
					53258	1/29/2018	\$3,000.00	\$25.00	\$3,025.00	
					53270	3/22/2018	\$3,000.00	\$25.00	\$3,025.00	
								TOTAL	\$9,075.00	
<u>20</u>	Elias Villa & Patricia Sanchez 3101 West Hemlock Street Oxnard, CA 93035	3101 W. Hemlock St.	187-0-183-055	17-03889	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,650.00
					54395	7/12/2018	\$1,000.00	\$25.00	\$1,025.00	
					54386	5/17/2018	\$600.00	\$25.00	\$625.00	
								TOTAL	\$1,650.00	
<u>21</u>	Manuel Pedro 1158 South L Street Oxnard, CA 93033	1158 S. L st.	203-0-021-200	17-03236	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,400.00
					53375	2/1/2018	\$100.00	\$25.00	\$125.00	
					52945	3/16/2018	\$200.00	\$25.00	\$225.00	
					54503	5/24/2018	\$500.00	\$25.00	\$525.00	
					55003	7/17/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$1,400.00	
<u>22</u>	Anastacia Pena 164 Wilson Avenue Oxnard, CA 93030	164 Wilson Ave.	201-0-145-105	10-01969	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$2,325.00
					54610	7/2/2018	\$500.00	\$25.00	\$525.00	
					55227	8/7/2018	\$500.00	\$25.00	\$525.00	
					54333	3/6/2018	\$200.00	\$25.00	\$225.00	
					55240	9/10/2018	\$500.00	\$25.00	\$525.00	
					54526	4/16/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$2,325.00	
<u>23</u>	Rita Perez 1467 Morris Street Oxnard, CA 93030	1467 Morris St.	201-0-312-155	14-01292	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,100.00
					54332	3/6/2018	\$100.00	\$25.00	\$125.00	
					54527	4/16/2018	\$200.00	\$25.00	\$225.00	
					54529	4/19/2018	\$200.00	\$25.00	\$225.00	
					54538	6/11/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$1,100.00	

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2018 CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

	Owner	Violation Address	APN#	Case #	Citation #	Issued Date	Fine_Amt	Late Fee	TOTAL FINE	TOTAL LIEN		
24	David Y. Rastegar 5669 Sloan Place Calabasas, CA 91302	760 S. Oxnard Blvd.	201-0-273-090	15-03376	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$51,625.00		
					55341	10/4/2018	\$100.00	\$25.00	\$125.00			
					45913	11/29/2018	\$200.00	\$25.00	\$225.00			
				16-01212	45912	10/4/2018	\$100.00	\$25.00	\$125.00			
					55259	11/29/2018	\$200.00	\$25.00	\$225.00			
					806 S. Oxnard Blvd.	201-0-273-070	18-01457	55340	9/26/2018		\$4,500.00	\$25.00
		54659	10/30/2018	\$5,500.00				\$25.00	\$5,525.00			
		54565	10/15/2018	\$5,000.00				\$25.00	\$5,025.00			
		50961	11/29/2018	\$3,500.00				\$25.00	\$3,525.00			
		55346	7/11/2018	\$1,100.00				\$25.00	\$1,125.00			
		45920	5/2/2018	\$600.00				\$25.00	\$625.00			
		55345	8/14/2018	\$2,700.00				\$25.00	\$2,725.00			
		44974	11/29/2018	\$1,000.00				\$25.00	\$1,025.00			
		18-01459		45918				9/11/2018	\$1,000.00		\$25.00	\$1,025.00
				44971				7/9/2018	\$300.00		\$25.00	\$325.00
				54662				9/26/2018	\$1,000.00		\$25.00	\$1,025.00
				54660	10/12/2018	\$1,000.00	\$25.00	\$1,025.00				
				44972	8/14/2018	\$700.00	\$25.00	\$725.00				
				44975	10/29/2018	\$1,000.00	\$25.00	\$1,025.00				
				54564	5/1/2018	\$1,300.00	\$25.00	\$1,325.00				
				44973	11/29/2018	\$2,200.00	\$25.00	\$2,225.00				
				55258	10/12/2018	\$4,100.00	\$25.00	\$4,125.00				
				55328	9/11/2018	\$4,000.00	\$25.00	\$4,025.00				
				55327	7/9/2018	\$1,600.00	\$25.00	\$1,625.00				
		55342	9/26/2018	\$4,000.00	\$25.00	\$4,025.00						
		45919	10/29/2018	\$4,300.00			TOTAL	\$51,625.00				
		25	Amparo V. Salas Trust 669 E. Channel Islands Blvd. Oxnard, CA 93033	669 E. Channel Islands Blvd.	204-0-233-305	17-03186	CITATION #	ISSUED DATE	AMOUNT		LATE FEE	TOTAL FINE
55248	11/27/2018						\$500.00	\$25.00	\$525.00			
54509	6/8/2018						\$500.00	\$25.00	\$525.00			
53351	1/9/2018						\$200.00	\$25.00	\$225.00			
55278	8/30/2018						\$500.00	\$25.00	\$525.00			
52940	3/6/2018						\$500.00	\$25.00	\$525.00			
54479	4/11/2018						\$500.00	\$25.00	\$525.00			
							TOTAL	\$2,850.00				
26	Clara Salvio 121 North Garfield Avenue Oxnard, CA 93030	121 N. Garfield Ave.	201-0-123-090	09-00862	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,175.00		
					54337	3/20/2018	\$100.00	\$25.00	\$125.00			
					54619	7/24/2018	\$500.00	\$25.00	\$525.00			
					55234	8/30/2018	\$500.00	\$25.00	\$525.00			
								TOTAL	\$1,175.00			
27	Jose J. Solano 415 Spruce Street Oxnard, CA 93033	415 Spruce St.	205-0-062-025	15-02050	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,575.00		
					53361	1/25/2018	\$500.00	\$25.00	\$525.00			
					52949	4/3/2018	\$500.00	\$25.00	\$525.00			
					55020	8/15/2018	\$500.00	\$25.00	\$525.00			
								TOTAL	\$1,575.00			

2017

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2018 CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

	Owner	Violation Address	APN#	Case #	Citation #	Issued Date	Fine_Amt	Late Fee	TOTAL FINE	TOTAL LIEN
<u>28</u>	Marisol Torres 415 North Bonita Avenue Oxnard, CA 93030	415 N. Bonita Ave.	201-0-062-040	13-02381	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$2,975.00
					52971	2/20/2018	\$100.00	\$25.00	\$125.00	
					54340	3/26/2018	\$200.00	\$25.00	\$225.00	
					54536	5/29/2018	\$500.00	\$25.00	\$525.00	
					54611	5/29/2018	\$500.00	\$25.00	\$525.00	
					55233	8/29/2018	\$500.00	\$25.00	\$525.00	
					55233	8/29/2018	\$500.00	\$25.00	\$525.00	
					55250	11/27/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$2,975.00	
<u>29</u>	Manuela Villagrama 119 North Driskill Street Oxnard, CA 93030	119 N. Driskill St.	216-0-091-105	08-06186	CITATION #	ISSUED DATE	AMOUNT	LATE FEE	TOTAL FINE	\$1,925.00
					52964	2/6/2018	\$100.00	\$25.00	\$125.00	
					54334	3/14/2018	\$200.00	\$25.00	\$225.00	
					54616	7/16/2018	\$500.00	\$25.00	\$525.00	
					54543	8/21/2018	\$500.00	\$25.00	\$525.00	
					55432	11/28/2018	\$500.00	\$25.00	\$525.00	
								TOTAL	\$1,925.00	
										\$131,150.00

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

DATE: June 4, 2019
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the May 21, 2019 regular meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 05.21.2019 CC regular meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 21, 2019

A. ROLL CALL/POSTING OF AGENDA

At 4:34 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Bryan A. MacDonald, Oscar Madrigal, Mayor Pro Tem Carmen Ramirez (via teleconference), and Mayor Tim Flynn were present; Councilmembers Vianey Lopez and Bert Perello were absent (arrived at 4:40 p.m. and 4:34 p.m., respectively.)

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Michelle Ascencion, City Clerk.

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

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1)) (City Council)
Name of case: Daniel Gallinot v. City of Oxnard
Ventura County Superior Court, Case No. 56-2019-00524951-CU-BC-VTA
Workers' Compensation Appeals Board Case No. ADJ10151241
In re Industrial Disability Retirement Appeal of Daniel Gallinot.
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code section 54956.8) (City Council)
The purpose of the closed session is for the City Council to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators pursuant to Government Code section 54956.8.
Properties:
425 South B St. (202-0-101-415, SSA Building);
202-0-101-205; 202-0-101-225; 202-0-101-360; 202-0-101-405; 202-0-101-435
538 South B St. (202-0-105-120); 202-0-105-170; 202-0-105-195; 202-0-105-210; 202-0-105-235; 202-0-105-260; 202-0-105-305
Agency negotiators: Jeffrey Lambert, Community Development Director, and Kenneth Rozell, Assistant City Attorney.
Negotiating party: Madison Park Financial Corp.
Under negotiation: Price and terms of payment for the potential sale of City properties.

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the litigation being discussed is Daniel

Gallinot v. City of Oxnard and industrial disability retirement appeal of Daniel Gallinot. The City Council will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators, Jeffrey Lambert, Community Development Director, and Kenneth Rozell, Assistant City Attorney, concerning negotiations with Madison Park Financial Corp. regarding item C-2 of the meeting agenda.” The City Manager announced that he was recusing himself from item C-2.

At 4:34 p.m., the City Council recessed to a closed session. At 5:02 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session, but that the Council provided direction on item C-1 and will return to closed session at the end of the meeting to finish discussing item C-2.

Additional staff present at this time were Donna Ventura, Assistant Chief Financial Officer; Kevin Riper, Chief Financial Officer; Keith Brooks, Information Technology Director; Mike Shaffer, GIS Manager; Phillip Molina, City Treasurer; Rosemarie Gaglione, Public Works Director; and Jeffrey Lambert, Community Development Director.

D. APPOINTMENT ITEM

Finance Department

1. SUBJECT: Single Audit Report and Corrective Action Plan Update.
RECOMMENDATION: That the City Council receive an update on the FY 2018 Single Audit Report (presented by external auditors Eadie & Payne) and the Corrective Action Plan addressing audit findings for FY 2015 through 2018. (Finance and Governance Committee approved 3-0)

Eden Casareno of Eadie & Payne and the Assistant Chief Financial Officer gave reports. Public comments were received from Dan Pinedo. Discussion ensued among the Council and staff. No action was required.

2. SUBJECT: Status Update of Internal Audit Projects Memo.
RECOMMENDATION: That the City Council receive an update from the Internal Auditors on the status of the current projects in progress related to the Internal Audit Department. (Finance and Governance Committee approved 3-0)

Henry Oum of Price Paige & Company gave a report. Discussion ensued among the Council and staff. No action was required.

3. SUBJECT: Internal Audit Department Protocol For Investigation of City Management Personnel.
RECOMMENDATION: That the City Council receive an update from the Internal Auditors on the appropriate protocol for investigating members of the City of Oxnard’s management. (Finance and Governance Committee approved 3-0)

Henry Oum of Price Paige & Company gave a report. Discussion ensued among the Council and staff. No action was required.

The Council took a brief recess at 5:53 p.m.; the meeting resumed at 6:05 p.m.

E. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to employee Mike Shaffer for Receiving the “Up and Coming Leader” Award at the 2019 Public Sector Chief Information Officer Academy.

Mayor Flynn read the commendation and presented it to the GIS Manager. The Information Technology Director made some remarks.

2. SUBJECT: Recognition of the City of Oxnard City Treasurer's Staff for Receiving the California Municipal Treasurers Association Investment Policy Certification.

Mayor Flynn read the commendation and presented it to the City Treasurer. The City Treasurer's Department staff introduced themselves.

3. SUBJECT: Presentation of a Proclamation Designating the Week of May 19-25, 2019 as “Public Works Week.”

Mayor Flynn read the proclamation and presented it to the Public Works Director, who made some remarks. The Public Works Department staff introduced themselves.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Robert Theiss (cultural arts), Christine Morla (Carnegie Art Museum), Bob Auletta (cultural arts), Kat Auletta (Performing Arts Center), Paul Finkel (cultural arts), David Smith (Performing Arts Center), Roy Jarrett (Performing Arts Center), Betsy Chess (Performing Arts Center), Susan Scott (Performing Arts Center), Cheryl Kewley (Performing Arts Center), Joanne Julian (cultural arts), Sue Chadwick (Carnegie Art Museum), Savannah Atchinson (Performing Arts Center), Yvonne Lai (Performing Arts Center), Joy MacKinnon (Performing Arts Center), Carolina Alcala (cultural arts), John Hook (Performing Arts Center), Alyssa Cagel (Performing Arts Center), MC de Martino (Performing Arts Center), M. Jones (California Constitution article 1 sections 2 and 3), Al Velasquez (Performing Arts Center), Mary Chappell (Fair Housing workshop), Larry Vahl (Performing Arts Center), Linda Vahl (Performing Arts Center), Ross Goldberg (Performing Arts Center), Vernell Edwards (Performing Arts Center), Anjanette Mensa (Performing Arts Center), Martin Gonzalez (youth programs in La Colonia neighborhood), Manuel Herrera (budget cut options), K. Hinton (Performing Arts Center), Ernie Morrison (Performing Arts Center), Kathy Noblin (Performing Arts Center), Denise Danne (Performing Arts Center), Patricia Younis (donations for arts programs), Natalie McCallick (Carnegie Art Museum), Laura Cook (Carnegie Art Museum and Performing Arts Center), Raul Lopez (cultural arts), Susan Jones (Performing Arts Center), Lucy Cartagena (cultural arts and youth programs), Anthony Salas (Performing Arts Center), Celeste Gamino (proposed budget cuts), Donna Granata (Performing Arts Center), Carol Taylor (Mandalay Bay seawalls), Debbie Mitchell

(budget corrections), Jim Black (layoffs at Lucent Technologies in the 90s), Richard Fine (Performing Arts Center and Carnegie Art Museum), Jim Hendrickson (Performing Arts Center), Elaina Viola Sloan (Performing Arts Center), Pete Placencia (La Colonia Boxing Gym), Adam Vega (privatization of public spaces, use of Roundup at schools), Lupe Anguiano (delaying budget and development approvals), Tila Estrada (finding solutions for the city's issues), Sofia Orejel (La Colonia Library and Performing Arts Center), Miguel Rodriguez (budget issues), Peggy Rivera (finding solutions for the city's issues), and Ivan Shobe (Performing Arts Center).

H. REPORT OF CITY MANAGER

The City Manager reported that although the Vineyard Avenue Acres Mutual Water Company is facing issues with its water quality, the City of Oxnard water system is clean and safe. He announced the upcoming inaugural Oxnard Insect Festival.

I. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez commented on the importance of the arts in the community and the budget process. She later explained that she joined the meeting remotely because she is out of town attending a meeting regarding the upcoming 2020 Census.

Councilmember Lopez commented on the budget process, the recent Police Memorial Ceremony, a tour of Fire Station No. 1, and expressed congratulations to recent graduates.

Councilmember Perello acknowledged Dan and Barbara Pinedo for filming the recent budget meetings, and commented on the Vineyard Avenue sidewalk and curb/gutter resurfacing project.

Councilman MacDonald commented on homeless problems in the Downtown.

Councilwoman Basua requested a presentation on the city's homeless problem, reported on the recent Pleasant Valley neighborhood council meeting and the Strawberry Festival, and commented on Memorial Day.

Councilmember Madrigal commented on the City of Thousand Oaks' homeless solutions, the recent budget presentation at the Rose Park neighborhood meeting, the La Colonia Library, and expressed congratulations to recent graduates.

Mayor Flynn commended Planning staff for their recent assistance with the Strawberry Festival, proposed homelessness services, and encouraged public engagement in finding solutions for the city's budget issues.

City Clerk Department

1. SUBJECT: Appointment of Members to Serve on City of Oxnard Citizen Advisory Groups ("CAGs").

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

- a. Four (4) members to the Commission on Homelessness,
- b. Four (4) members to the Community Relations Commission,

- c. Seven (7) members to the Cultural Arts Commission,
- d. Seven (7) members to the Parks, Recreation and Community Services Commission,
- e. Two (2) members to the Planning Commission,
- f. Six (6) members to the Senior Services Commission,
- h. Four (4) members to the Downtown Design Review Committee (DDRC), and
- i. One (1) member to the Mobilehome Park Rent Review Board.

The City Clerk gave a report. Public comments were received from Margaret Cortese and Lang Martinez. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item L-3 was discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown. The City Attorney announced a minor correction to the funding amount on item L-4.

L. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the May 7, 2019 regular meeting as presented.
2. SUBJECT: Budget Appropriation for Use of PEG Funds to purchase equipment used to expand the City's PEG channel capacity.
RECOMMENDATION: That City Council approve an appropriation in the amount of \$16,568 from the Public, Educational, and Governmental ("PEG") Fees Capital Improvement Fund 311 to Council Chambers A/V Upgrade (Project 151401) for:
 1. Previous expenditures of \$2,483 for microphones and monitors in the Council Chambers;
 2. Purchase of video encoding equipment and accessories for broadcasting meetings in the amount of \$2,045; and
 3. Purchase of an electronic voting and speaker management system in the amount of \$12,040.

Community Development Department

3. SUBJECT: Planning & Zoning (PZ) Permit No. 19-580-01 (Zone Text Amendment - ZTA) - Amendments to Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) Pertaining to Accessory Dwelling Units.

RECOMMENDATION: That the City Council **Ordinance No. 2959** amending Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) pertaining to definitions and regulations governing Accessory Dwelling Units (ADU).

Cultural and Community Services Department

4. **SUBJECT:** Senior Nutrition Program Grant Application and Revenue Approval for FY 2019-20.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,221** authorizing the City Manager or designee to submit an application for the Ventura County Area Agency on Aging Senior Nutrition Grant; and
2. If funding is received, authorize:
 - a) the City Manager or designee to execute the grant agreements;
 - b) the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of the grant funds; and
 - c) the City Manager or designee to submit non-financial reports.

5. **SUBJECT:** Oxnard School District After School Education and Safety Grant.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-8138) for the City to receive an amount not to exceed \$2,100,000 for after school program Primary Services with contingency for \$50,000 in Additional Services at OSD's discretion. (Community Services Committee to review on May 14, 2019)

Finance Department

6. **SUBJECT:** Amendment to External Auditor Agreement for Annual Auditing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Seventh Amendment to Agreement A-7819 with Eadie + Payne, LLP, to increase the amount by \$329,347, for a total amended not-to-exceed amount over 5 years of \$1,975,910 for FY 2018-19 CAFR/Single-Audit/Ancillary Assistance and for out-of-scope work for the FY 2017-18 audit and legal support for litigation.

Human Resources Department

7. **SUBJECT:** Fiscal Year 2019-20 Purchase Order for General Liability Insurance.

RECOMMENDATION: That the City Council approve the expenditure of Fiscal Year 2019-20 funds in the amount of \$576,676 for general liability insurance to be purchased through the City's broker, Arthur J. Gallagher & Co., and authorize the Mayor to execute a purchase order in Fiscal Year 2019-20 for the payment thereof.

Public Works Department

8. **SUBJECT:** Award Contract A-8134 to Oilfield Electric Company for On-Call Electrical Repair, Maintenance and Replacement Services

RECOMMENDATION: That the City Council award and authorize the Mayor to execute an agreement with Oilfield Electric Company (Agreement No. 8134) in the amount of \$800,000 for On-Call Electrical Repair, Maintenance and Replacement Services for a three-year term. (Public Works and Transportation Committee approved 3-0)

9. SUBJECT: City of Oxnard Proposed Truck Route Modifications.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,222**, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map. (Public Works and Transportation Committee approved 3-0)
10. SUBJECT: Agreement for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8126 with Conico MacValley, LLC (MacValley), for a term of three (3) years, for a total contract value not to exceed \$1,420,200, to provide bulk fuel delivery services to City facilities for the Wastewater Division, Environmental Resources Division, Fire Stations 1-6 & 8 and River Ridge Golf Course. (Public Works and Transportation Committee approved 3-0)
11. SUBJECT: Agreement for Delivery of Lubricants and Antifreeze to City Facilities.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement A-8135 with Conico MacValley, LLC, (MacValley), for a term of three (3) years, for a total contract value not to exceed \$356,100, to provide delivery of Lubricants and Antifreeze to City facilities for the Wastewater Division, Environmental Resources Division, Fleet Services Division and River Ridge Golf Course. (Public Works and Transportation Committee approved 3-0)

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the Information/Consent items as presented, with the stated amendment to item L-4. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. REPORTS

City Manager Department

1. SUBJECT: 2019-2024 Oxnard Convention & Visitors Bureau Annual Report and Five-Year Agreement.
RECOMMENDATION: That City Council:
 1. Receive the annual report from the Oxnard Convention and Visitors Bureau; and
 2. Approve a new five-year contract between the City of Oxnard and the Oxnard Convention and Visitors Bureau for marketing activities.(Housing and Economic Development Committee to review May 14, 2019)

Julie Mino of the Oxnard Convention & Visitors Bureau and the Assistant City Manager gave a report. Public comments were received from Pat Brown. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilwoman Basua, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Community Development Department

2. SUBJECT: Renewal of the Oxnard Downtown Management District.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,223** of Intention to renew the Oxnard Downtown Management District (“ODMD”), in the amount of \$502,357 in fiscal year 2019-20, and to hold a public hearing on July 16, 2019.

The Community Development Director gave a report, and Abel Magana and Vincent Behrens of the Oxnard Downtown Management District made remarks. Public comments were received from Tila Estrada and Pat Brown. Discussion ensued among the Council and staff.

It was moved by Councilmember Lopez, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

3. **SUBJECT:** Development Review Process Improvements.

RECOMMENDATION: That the City Council receive staff presentation and provide direction regarding recommendations for improvements to the development review process and provide comments. (Housing and Economic Development Committee reviewed April 9, 2019).

The City Manager and Community Development Director gave a report. Public comments were received from Corey Harpole, Nancy Lindholm, Patricia Younis, and Abel Magana. Written comments were received from Tim Wallace. Discussion ensued among the Council and staff. No action was required.

As it was after 10:00 p.m., the City Council voted unanimously to go back into Closed Session.

CLOSED SESSION

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** (Government Code section 54956.8)

Properties: 425 South B St. (202-0-101-415, SSA Building); 202-0-101-205; 202-0-101-225; 202-0-101-360; 202-0-101-405; 202-0-101-435; 538 South B St. (202-0-105-120); 202-0-105-170; 202-0-105-195; 202-0-105-210; 202-0-105-235; 202-0-105-260; 202-0-105-305

Agency negotiators: Jeffrey Lambert, Community Development Director, and Kenneth Rozell, Assistant City Attorney.

Negotiating party: Madison Park Financial Corp.

Under negotiation: Price and terms of payment for the potential sale of City properties.

At 10:10 p.m., the City Council recessed to a closed session. At 11:05 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session, but that the Council provided instruction to its negotiators.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 11:06 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

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

DATE: June 4, 2019
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Appointment of Citizen Advisory Group ("CAG") Members.

RECOMMENDATION

That the Mayor, with the concurrence of the City Council, appoint Councilmember Madrigal's nominee to the Community Relations Commission, and Mayor Flynn's nominee to the Downtown Design Review Committee.

BACKGROUND

On May 21, 2019, Mayor Flynn with the Council's concurrence made several appointments to the eight Citizen Advisory Groups for the current term. However, approximately ten positions were not appointed because the background checks had not yet been completed at that time.

Two more applicants have successfully completed their background checks:

Adam Lopez - Community Relations Commission (Madrigal)
Miguel Fernandez - Downtown Design Review Committee (Flynn).

Except for the planning commission, the initial appointments of each CAG member will be staggered to coincide with the term of their appointing Councilmember. Commissioners nominated by Councilmembers representing Districts 3, 4 and 6 will serve an initial two-year term (ending December 31, 2020). Beginning after the 2020 election, Districts 3, 4, and 6 nominees will serve four-year terms. The nominees of councilmembers representing Districts 1, 2, 5, and the Mayor's appointments will serve full four-year terms (ending December 31, 2022; the MPRRB is an exception – per OCC Sec. 24-5(E)(1), members are appointed to three year terms).

As additional applicants complete the background check process, their names will be submitted for Council approval on future agendas.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

None



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

DATE: June 4, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Seventh Amendment for Joranda Marketing Inc. (dba Jan-Pro Cleaning Systems Central Coast) Trade Services Agreement No. A-7846 and Budget Appropriation for Janitorial Services at the Oxnard Transit Center.

RECOMMENDATION

That City Council:

- 1 Approve and authorize the Mayor to execute the Seventh Amendment to Trade Services Agreement No. A-7846 with Joranda Marketing Inc. dba Jan-Pro Cleaning Systems Central Coast, to increase the amount from \$530,193 not to exceed \$557,390 (an increase of \$27,197) and to extend the expiration date to July 1, 2019, for janitorial services at the Oxnard Transit Center at 201 East Fourth Street; and
2. Approve the appropriation of \$27,197 for an additional two months of janitorial services at the Oxnard Transit Center (Account No. 213-3110-803-8209).

BACKGROUND

City Council awarded the trade services agreement to Jan-Pro Cleaning Systems Central Coast on December 8, 2015, for \$12,622.26 per month. The City advertised for new janitorial services in November 2018 but rejected the bids in December due to the cost. The previous Amendments extended the contract until May 1, 2019, and increased the monthly fee to reflect annual increases (2016-2018) in the living wage and related costs for the vendor. The Seventh Amendment to the Trade Services Agreement proposes to extend for an additional two months the janitorial services at the Oxnard Transit Center (OTC), 201 East Fourth Street, at the current rate of \$13,598.03 per month. The not-to-exceed amount for the Amendment is \$557,390. The previous and current amendment requests are necessary so the OTC has uninterrupted custodial services. The OTC operates 365 days per year, from 6:00 a.m. to 10:00 p.m. as the City's central bus and train terminal. The City has received unsolicited comments from the public that the OTC facility is very clean and reflects positively on the City's image since the OTC is a point of entry into the City.

Staff revised the scope of work and re-advertised for custodial services in February (Request for Bids No. 19-56). At the May 28th Public Works and Transportation Committee meeting staff is seeking a recommendation to City Council for a new trade services agreement for custodial services for the Oxnard Transit Center.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The cost of the Seventh Amendment increases the total amount by \$27,197. The not-to-exceed amount of the Agreement is \$557,390. A budget appropriation of \$27,197 will provide funding for the additional two months of service from TDA Fund 213 fund balance to Fund-Oxnard Transportation Center Professional Contract (Account 213-3110-803.82-09). The projected FY 2018-19 ending unassigned fund balance of TDA LTF4 Fund 213 is \$454,229 net of this appropriation request.

COMMITTEE OUTCOME

This item did not originate in Committee. Previous amendments were heard by the Council at their January 15, 2019 and March 5, 2019 Council meetings. A new Trade Services Agreement, for the subject services, is expected to be heard at the Public Works and Transportation Committee on May 28, 2019.

Prepared by: Cynthia Daniels, Project Manager

ATTACHMENTS

1. Attachment A - Seventh Amendment Jan-Pro
2. Attachment B - Budget Appropriation

**SEVENTH AMENDMENT TO AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE JULY 1, 2018)**

This Seventh Amendment ("Seventh Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 22nd day of April, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and JORANDA MARKETING INC. dba Jan-Pro Cleaning Systems Central Coast ("Vendor"). This Seventh Amendment amends the Agreement entered into on December 8, 2015, by City and Vendor. The Agreement previously has been amended on November 10, 2016, by a First Amendment; on July 3, 2017, by a Second Amendment; on February 5, 2018, by a Third Amendment; on January 19, 2019, by a Fourth and Fifth Amendment; and on January 29, 2019 by a Sixth Amendment.

City and Vendor agree as follows:

1. The end date in Section 3 of the Agreement is hereby amended to "shall end on July 1, 2019."
2. The not to exceed amount per month in Section 4 of the Agreement is hereby amended to "not to exceed \$13,598.03 per month for the Services performed during the term of this Agreement between May 1, 2019, and July 1, 2019, to not exceed a total amount of \$557,390."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

JAN-PRO CLEANING SYSTEMS CENTRAL COAST

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

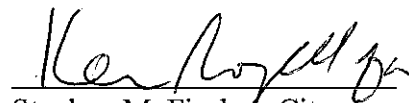
Greg Ibsen, President² _____ Date _____

Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

 4/24/19

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

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

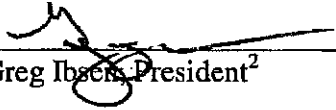
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

CITY OF OXNARD

JAN-PRO CLEANING SYSTEMS CENTRAL COAST

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ _____, Buyer _____

 _____ 4-23-2019
Greg Ibsen, President² _____ Date _____

Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

General Information

The Budget Appropriation Change is true if there is an increase in the Budget Appropriation. If there is an increase to the Budget Appropriation, the Budget Appropriation Change is true.

Enter the names in the **Phone** number of that

Enter a one or two sentence description (the text will automatically wrap).

Accounts and Amounts

This section is broken down into the following sections:

Fund

Program/Project

Account Code

Account Name

Amount

Feel free to add a line item. Be sure to confirm that the total of the Budget Appropriation Change is zero.

If the BA does not increase, the Budget Appropriation Change to Fund Balance is calculated as follows:

If only one fund, delete the line item. If multiple funds, equal the sum of expenditures to the sum of revenues.

If additional funds are added, the Budget Appropriation Change sum of expenditure sum must equal the sum of revenues.

Approvals

The Department Director must approve the Budget Appropriation Change.

REQUEST FOR BUDGET APPROPRIATION

Instructions

1

ation (BA) is used when Council authorization is required. This is typically
ease to a fund, such as when appropriating new revenues or fund balance, and when
a project budget or a new project.

2 appropriate spaces for **Department** and **Program/Project Manager** and enter the
3 individual. The **Date** is a formula that enters the date the form is prepared.

4 sentence reason for the BA in the box under **Reason for Appropriation** (the text will

Notes

5 out by fund and by revenues and expenditures within each fund.

Enter the name of the fund and the fund number in parenthesis, example:

General Fund (101)

In the space indicated, enter the program name or project name and number with the
number in parenthesis. If a project number is not available, enter (N/A). Example:

Highway 101 - Rice Interchange (873114)

In the space indicated, enter the account code. Please use a valid code. Contact Finance
for assistance. Example:

354-9718-826.84-02

In the space indicated, enter the account name (it is not necessary to enter the group part of
the name). Example:

Photocopy Charges

It is not necessary to enter "Other Services" first.

In the amount column for each account, enter an increase as a positive and a decrease as a
negative amount. This is true for both revenues and expenditures.

for each new account. Please use the insert command to add above the sub-total line.
6 at all added lines are in the sum range.

7 include revenues, you may delete that section, however, please verify that the Net Change
calculating correctly.

8 te the entire fund section and adjust the Net Appropriation Change formula which should
nditure sub-totals.

9 required, it is best to copy an existing fund section and inserting above the Net
0 line. Again, please verify the formula picks up the new fund amounts which equal the
1b-totals.

2ctor or designee is responsible for signing the ABA.

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services

Date: June 4, 2019

Project/Program

Manager: Cynthia Daniels

Phone: 385-7871

Reason for Appropriation:

Appropriate funding to cover costs of janitorial services at the Oxnard Transit Center for two months. Services will be performed by Jan Pro Cleaning Systems per Agreement No. A-7846.

Accounts and Descriptions

AMOUNT

Fund: 213 - TDA/LTF4-TRANS. FUND-99400c

Expenditures/Transfers Out

Transportation - OTC Operations

213-3110-803-8209 Svcs-Other Prof/Contract 27,197

Sub-total Expenditures 27,197

Net Change to Fund Balance **(27,197)**

Net Appropriation Change **27,197**

Approvals

Department Director Jeffrey Lambert

Chief Financial Officer _____

City Manager _____



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

DATE: June 4, 2019

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Amendment to External Auditor Agreement for Measure O Fund agreed-upon procedures for FY 2017-18 and FY 2018-19.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Eighth Amendment to Agreement A-7819 with Eadie + Payne, LLP, to increase the amount by \$22,000, for a total amended not-to-exceed amount over 5 years of \$1,997,910 for FY 2017-18 and FY 2018-19 agreed-upon procedures for Measure O Fund.

BACKGROUND

At the May 6, 2019, meeting of the Measure O Citizens' Oversight Committee, the City agreed to engage its external auditors, Eadie+Payne, to perform a set of agreed-upon procedures (AUP) on the Measure O fund in conjunction with the external audit of the City's comprehensive annual financial report (CAFR). The Committee also requested that this work be performed beginning with the fiscal year ended June 30, 2018. Since the FY 2018 CAFR audit has already been completed and issued, Eadie+Payne will return in June 2019 to conduct the AUP for Measure O for the eighteen month period ending December 31, 2018. The AUP for the remaining six months of FY 2019 will be performed in October / November during Eadie+Payne's regularly scheduled CAFR audit fieldwork.

This amendment is requesting an additional \$22,000 for these services for the fiscal years ending June 30, 2018 and 2019.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The cost of the AUP for FY 2018 in addition to the six months ended December 31, 2018, will be \$15,000 plus a maximum out-of-pocket expense reimbursement of \$2,000. A budget appropriation in the Measure O fund (104) is required to cover this unplanned expense. The cost to complete the FY 2019 work will be \$5,000 and will be included in the FY 2019-20 budget for the Measure O fund.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. Eadie+Payne Measure O AUP Amendment
2. BA (Requires Council's Authorization) - Measure O

EIGHTH AMENDMENT FOR ACCOUNTING SERVICES

This Eighth Amendment (“Eighth Amendment”) to the Agreement for Accounting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019 by and between the City of Oxnard, a municipal corporation (“City”), and Eadie and Payne, LLP (“Consultant”). This Eighth Amendment amends the Agreement entered into on September 1, 2015, by City and Consultant. The Agreement previously has been amended on January 11, 2016, by a First Amendment, on February 23, 2016, by a Second Amendment, on September 13, 2016, by a Third Amendment, on December 6, 2016, by a Fourth Amendment, on April 4, 2017, by a Fifth Amendment, on May 22, 2018 by a Sixth Amendment and May 21, 2019 by a Seventh Amendment.

City and Consultant agree as follows:

1. In Section 14 (a) (titled Compensation) of the Agreement, the figure \$1,975,910 is hereby replaced with \$1,997,910.
2. In Section 14 (a) of the Agreement, City agrees to pay Consultant in an amount not to exceed \$2,000 for out-of-pocket expenses such as hotel, meals, postage, travel, telephone, etc., for services provided under this Agreement.
3. In Section 1 of the Agreement, Exhibits a, A-1, A-2, A-3, A-4, A-5 and A-6 are supplemented by Exhibit A-7, which is attached hereto and incorporated herein by this reference.
4. 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

EADIE AND PAYNE, LLC

☐ _____ Date
☐ Tim Flynn, Mayor¹
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

Donald N. Ecker, Chairman Date

Eden C. Casareno Date
General Partner

ATTEST:

Michelle Ascencion, City Date
Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney

EXHIBIT A-7

AGREED UPON PROCEDURES

Our engagement will be designed to perform the following agreed-upon procedures:

1. Obtain from the City of Oxnard applicable Measure O compliance requirements, including City ordinances, resolutions and memoranda.
2. Gain and document an understanding of the City of Oxnard's internal control structure relating to Measure O's transactions.
3. Obtain the Measure O revenue and expenditures for the fiscal year.
4. Obtain the approved budget for Measure O for the fiscal year.
5. Prepare a budget to actual comparison for the fiscal year; inquire of management as to the nature of significant budget variances. Include the budget to actual comparison as an exhibit to the report.
6. Obtain the Measure O sales and use tax remittances for the fiscal year and trace to a confirmation from the State of California.
7. Obtain an interest allocation schedule for the fiscal year and determine whether the interest allocation for Measure O fund was reasonable.
8. Obtain detail of expenditures and select a sample of payroll expenditures for testing (payroll is 50% of total expenditures); test debt service payments, capital outlay and transfers; and sample selected contracts. For the items selected, we will compare the dollar amount listed on the general ledger to the supporting documentation and note if the project is included in the budget and is an allowable cost.
9. Inquire of management as to the nature of any transfers in or out in the Measure O fund. For any transfers out, determine if the nature of transfer out was included in the budget or was approved by the City Council.
10. Inquire of management as to the amount of general or non-project related indirect costs, if any, included in expenditures. If indirect costs are identified, determine if such costs are included in the budget.

REQUEST FOR BUDGET APPROPRIATION

Department: Finance

Date: May 10, 2019

Project/Program

Manager: Donna Ventura

Phone: (805) 200-5400

Reason for Appropriation:

Per the Measure O Citizens' Oversight Committee's recommendation on 5/6/19 for external auditors to perform agreed-upon-procedures for FY 17/18 Measure O revenue and expenditures, for a total cost of \$17,000.

Accounts and Descriptions

AMOUNT

Expenditures/Transfers Out

enter division or project name and number here

104-1004-801-8203 M01603 Measure O Non-Program /General Gov/Contracts & Services Audit 17,000

Sub-total Expenditures 17,000

Net Change to Fund Balance (17,000)

Net Appropriation Change 17,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



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

DATE: June 4, 2019
TO: Housing Authority Board
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Housing Authority Investment Policy and Investment Portfolio Guidelines.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") adopt a resolution adopting an investment policy and investment portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2019-2020.

BACKGROUND

The law requires the Authority to adopt an Investment Policy each year. On April 3, 2018, the Authority adopted an Investment Policy. The Authority is bound by State law, as is the City, but has further constraints imposed by the federal government involving the investment of Authority funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development ("HUD") has defined 'funds on deposit' as comprised of:

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

This Investment Policy and associated Investment Portfolio Guidelines pertain to items 3 and 4 from the above list. Over the years, the Authority has invested excess cash utilizing a combination of in-house efforts and an outside agent (State of California Local Agency Investment Fund), which is permitted by HUD and State law. Staff is recommending this practice be continued through FY 2019-2020. Should any further eligible investment opportunities arise, staff will investigate and pursue as appropriate.

This Investment Policy insures prudent investing, adequate reporting of investment results and position to the Authority and public, and annual approval.

Safety is assured by adherence to HUD-approved investments. The restriction placed on allowable investment provides a degree of diversification to assure that potential loss on individual investments does not compromise the remainder of the portfolio. The Authority is not permitted to invest in instruments, except those authorized by HUD.

Liquidity is addressed by HUD to assure the Authority is able to meet its operating requirements on a daily basis.

The final objective is earnings. The portfolio shall be designed to provide a reasonable rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of

the portfolio.

The Investment Policy includes a delegation of authority from the Housing Authority to an Investment Committee consisting of the Housing Director, Housing Finance Officer and Housing Accountant. This action continues to formalize procedures, which have been in place for a number of years.

The adoption of this Investment Policy and Investment Portfolio Guidelines will not affect the operations of the Authority to any material extent. The Investment Policy does not contain any material alterations in policy or procedures of the Authority. The Investment Policy satisfies requirements of State law combined with HUD's existing requirements.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rhonda Hodge, Housing Finance Officer

ATTACHMENTS

1. Investment Resolution FY 19-20
2. Investment Policy FY 19-20
3. Investment Guideline FY 19-20

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD
APPROVING ADOPTION OF AN INVESTMENT POLICY AND
INVESTMENT PORTFOLIO GUIDELINES FOR THE HOUSING
AUTHORITY OF THE CITY OF OXNARD

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

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

WHEREAS, the legislative body of the Housing Authority may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 2002-13 and California Government Code sections 5922 and 53601; and

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

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

NOW THEREFORE, the Commission hereby adopts the Investment Policy of the Housing Authority of the City of Oxnard, which is attached hereto as Exhibit A and incorporated herein by this reference. The City also adopted the Investment Portfolio Guidelines dated July 1, 2019, which are attached hereto as Exhibit B and incorporated herein by this reference.

PASSED AND ADOPTED on this 4th day of June, 2019 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairperson

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen Fischer, City Attorney

Exhibit A
Investment Policy of the Housing Authority of the City of Oxnard

Exhibit B
Investment Portfolio Guidelines

INVESTMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD

1.0 INTRODUCTION

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities. The Legislature of the State of California (CGC53600.6) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority (Board) may invest surplus moneys not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code Sections 5922 and 53607. The authority of the Board to invest or to reinvest funds, or to sell or exchange securities so purchased, may be delegated for a one-year period by the Board to the Housing Finance Officer of the Authority, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the Board. Subject to review, the Board may renew the delegation of authority pursuant to this section each year. The Housing Finance Officer of the Authority shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto shall be considered by the Board at a public meeting. The policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

2.0 SCOPE

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

3.0 PRUDENCE

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

3.1 The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due

diligences shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. The Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

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

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

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

5.0 DELEGATION OF AUTHORITY

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

6.0 ETHICS AND CONFLICTS OF INTEREST

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

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

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

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

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

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

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

8.1 U.S. Treasury Bills, Notes and Bonds

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

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

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

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

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

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

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section (See special limits and qualifications in HUD Notice PIH 1999-48, and CGC 53607).

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

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

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

8.12 Principal only STRIPS.

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

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

9.0 COLLATERAL

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

10.0 SAFEKEEPING AND CUSTODY

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

11.0 DIVERSIFICATION

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

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

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

12.0 INTERNAL CONTROLS

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

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

12.2 Investment Portfolio Guidelines: Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment No. 2)

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

13.0 REPORTING

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

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

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

HOUSING AUTHORITY OF THE CITY OF OXNARD

INVESTMENT PORTFOLIO GUIDELINES

July 1, 2019

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

may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of Authority funds, the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. The Housing Finance Officer will determine such sales.

- b) **Certificate of Deposit Evaluation.** Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of \$250,000, approved collateral shall be required at the percentage above market value as specified by HUD Notice PIH 2002-13 and CGC Section 53652 and 53651.

5) **INTERNAL CONTROL OF INVESTMENTS.** Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:

- a) The Housing Finance Officer initiates each investment transaction.
- b) A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer.
- c) The journal entry entered on a cash balance spread sheet by the Housing Accountant.
- d) At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance maintained independently by the Housing Accountant.

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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6.**

DATE: June 4, 2019
TO: City Council
FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org
SUBJECT: Change in Accounting Practices for Phoenix Group Contract.

RECOMMENDATION

That the City Council approve a budget appropriation for the current fiscal year (2018-19) that recognizes:

1. A \$280,066 increase in General Fund revenues (101-2101-556-7402) due to a change in the accounting process of collecting parking citations, civil citations, and animal safety citations; and
2. A \$280,066 increase in General Fund expenditures (101-2101-802-8202 Patrol and 101-2106-802-8202 Animal Safety) due to a change in the accounting process of remitting payments to Phoenix Group (vendor) for its services and the County of Ventura Auditor's Office.

BACKGROUND

On December 18, 2018, with the approval of the Oxnard City Council, the City of Oxnard entered into an agreement with Phoenix Group to process parking citations, animal safety citations, civil citations, and to pursue collection of unpaid fines through the California Franchise Tax Board. In the past, Phoenix Group invoiced the City for their processing fees. Also, Phoenix Group provided the City with a report of the surcharges to be paid to the County of Ventura Auditor's Office. Then, the City would process a payment to the County of Ventura Auditor's Office. The City netted the collections received (revenues) and fees remitted to Phoenix Group and to the County of Ventura (expenditures) in the revenue account (101-2101-556-7402 Parking Fines). In accordance with generally accepted accounting principles, the best practice is to report the collections received to the revenue account as mentioned above, as gross revenues. Any costs associated with the processing of the collections are reported as expenditures. The administrative costs and processing fees charged by Phoenix, and the fee surcharges remitted to the County of Ventura Auditor's Office will be reported on a separate line item as expenditures (101-2101-802-8202 and 101-2106-802-8202 Services-Data Processing).

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to increase transparency with Council, community, and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

There is no financial impact. Due to the change in the processing of remitting payments to Phoenix Group and the County, an estimated revenue of \$280,066 will be recorded in 101-556-7402 Parking Fines, and the estimated expenditures of \$ 278,066 to 101-2101-802-8202 Data Processing (Patrol) and \$2,000 to 101-2106-802-8202 Data Processing (Animal Safety).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

1. Admin BA - \$ 280,066 Phoenix Group & County of Ventura

Effective July 1, 2017

General Information

The Administrative Budget
adjustment shift or transfer
and/or division(s) with

Enter the names in the
Phone number of that

Enter a one or two sentence
automatically wrap).

Accounts and Amounts

This section is broken

Fund

Program/Project

Account Code

Account Name

Amount

Feel free to add a line
Be sure to confirm that

If the BA does not increase
to Fund Balance is calculated

If only one fund, delete
equal the sum of expenditures

If additional funds are
Appropriation Change
sum of expenditure sum

Approvals

The Department Director

REQUEST FOR ADMINISTRATIVE BUDGET ADJUSTMENT

Instructions

?, budget adjustment will be approved by City Manager

1

Budget Adjustment (BA) is used when Council authorization is not required. This budget transfer current/existed appropriation / budget between line items within department without an impact or net change to fund balance.

Provide appropriate spaces for **Department** and **Program/Project Manager** and enter the individual. The **Date** is a formula that enters the date the form is prepared.

Provide a brief statement of the reason for the Admin. BA in the box under **Reason for Appropriation** (the text will

Instructions

Provide the amount by fund and by revenues and expenditures within each fund.

Enter the name of the fund and the fund number in parenthesis, example:

General Fund (101)

In the space indicated, enter the program name or project name and number with the number in parenthesis. If a project number is not available, enter (N/A). Example:

Highway 101 - Rice Interchange (873114)

In the space indicated, enter the account code. Please use a valid code. Contact Finance for assistance. Example:

354-9718-826.84-02

In the space indicated, enter the account name (it is not necessary to enter the group part of the name). Example:

Photocopy Charges

It is not necessary to enter "Other Services" first.

In the amount column for each account, enter an increase as a positive and a decrease as a negative amount. This is true for both revenues and expenditures.

For each new account. Please use the insert command to add above the sub-total line.

Make sure all added lines are in the sum range.

Include revenues, you may delete that section, however, please verify that the Net Change is calculating correctly.

Review the entire fund section and adjust the Net Appropriation Change formula which should include expenditure sub-totals.

If required, it is best to copy an existing fund section and inserting above the Net Change line. Again, please verify the formula picks up the new fund amounts which equal the sub-totals.

The Director or designee is responsible for signing the Admin. BA.

REQUEST FOR ADMINISTRATIVE BUDGET ADJUSTMENT

Department: POLICE
Project/Program
Manager: DELIA CAMPBELL

Date: June 4, 2019

Phone: 385-7612

Reason for Appropriation:

To recognize revenues collected and appropriate for expenditure to Phoenix Group and County of Ventura Auditor's Office

Accounts and Descriptions

AMOUNT

Fund: 101 GENERAL FUND

Revenues/Transfers In

POLICE-PATROL

101-2101-556-7402 Parking Fines 280,066

Sub-total Revenues 280,066

Expenditures/Transfers Out

POLICE-PATROL

101-2101-802-8202 Services - Data processing 278,066

POLICE-ANIMAL SAFETY

101-2106-802-8202 Services - Data processing 2,000

Sub-total Expenditures 280,066

Net Change to Fund Balance 0

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

ACM Initial

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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7.**

DATE: June 4, 2019
TO: City Council
FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org
SUBJECT: Amendment to Agreement with Vigilant Solutions LLC.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement 7907-17-PO with Vigilant Solutions LLC., to increase the amount by \$275,000 to a total of \$425,000 over five years for the purpose of adding nine additional, three camera Mobile LPR (License Plate Reader) systems. (Public Safety Committee approved 3-0)

BACKGROUND

The purpose of the Oxnard Police Department's deployment of mobile LPR systems is to assist police officers and investigators. LPR systems have provided an invaluable resource to the Oxnard Police Department. In everyday patrol, LPR equipped police units simply drive through the city as the cameras automatically record license plates, their GPS coordinates and the time. The software then compares each license plate read to a database comprised of wanted vehicles. Investigators also use LPR data extensively in various investigations. Investigators have the ability to view all prior sightings of a particular vehicle as well as its GPS location, date and time of each sighting. In 2017, the Oxnard Police Department identified Vigilant Solutions LLC. as both the best and only company that was able to meet the specific requirement of the Oxnard Police Department.

On June 7, 2017, with the approval of the Oxnard City Council, the City of Oxnard entered into an agreement with Vigilant Solutions LLC. The initial agreement was for the purchase of three, three camera mobile LPR systems and associated fees and licensing for three years. The original agreement totaled \$150,000.00 over three years, and is funded through the Gang Violence Suppression (GVS) grant and the Asset Forfeiture Fund.

On June 26, 2018, Oxnard City Council approved \$145,000.00 of Measure "O" funds to be used for the purchase of additional LPR camera systems. The Police Department is requesting Council authorization through the First Amendment to the Agreement to purchase an additional nine, three camera systems. The cost for the purchase, implementation, and the additional annual licensing for the nine, three camera systems is approximately \$275.00.00, which will bring the total agreement amount to \$425,000.00 over five years.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression

efforts that address crime and underlying issues.

FINANCIAL IMPACT

There is no financial impact to the general fund. The costs of these purchases will be covered via Measure "O" funds and the Gang Violence Suppression (GVS) grant. \$145,000 is available from one-time Measure O funds (Fund 104) approved in the FY18-19 adopted budget (104-2101, project MO2109). Any unused balance in FY18-19 will carry over to FY19-20. Gang Violence Suppression (GVS) grant funding (Fund 218) of \$320,360 is available (218-2029, project 662119).

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on 5/14/2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eric Sonstegard, Assistant Police Chief

ATTACHMENTS

1. PDF of Signed Agreement
2. City of Oxnard- Vigilant Agreement (2)

FIRST AMENDMENT TO ENTERPRISE SERVICE AGREEMENT

This First Amendment to the enterprise service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of April, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Vigilant Solutions, LLC ("Vendor"). This First Amendment amends the Agreement entered into on June 7, 2017, by City and Vendor.

WHEREAS, City and Vendor entered into an agreement for the purchase of License Plate Recognition (LPR) hardware components and software products from Vigilant Solutions on June 7, 2017, and ending on May 31, 2020; and

WHEREAS, the city desires to purchase nine (9) additional three (3) camera Mobile LPR systems to be used by police department personnel; and

WHEREAS, the City will continue to pay for the annual license fees for the annual software product licenses; and

WHEREAS, the City desires to extend the agreement until May 31, 2022.


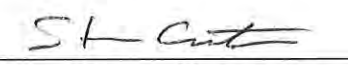
NOW, THEREFORE, CITY AND VENDOR AGREE AS FOLLOWS:

1. The recitals set forth above are incorporated by this reference as if fully set forth herein.
2. The second sentence of Section XIII subsection "D" of the Agreement, "The service fee for years two and three is \$34,720 per year," shall be replaced with the following: "The service fee for year two (2) will be \$34,720. In year three (3), the city will purchase nine (9) additional cameras for a total cost of \$217,688.92 (including tax and associated costs for installation). The service fee for year four (4) will be \$47,150.00 and the final year, \$47,150.00."
3. The last sentence of Section XIII subsection "D" of the Agreement, "The not to exceed amount over the total three-year term of this Agreement is \$150,000," shall be replaced with the following: "The not to exceed amount over the total five (5) year term of this Agreement is \$425,000."
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

<input type="checkbox"/> Tim Flynn, Mayor ¹	_____		<u>4-18-2019</u>
<input type="checkbox"/> Alexander Nguyen, City Manager	_____	Bill Quinlan, Vice President	Date
<input type="checkbox"/> Lisa Boerner, Purchasing Manager	_____		<u>4-18-2019</u>
<input type="checkbox"/> , Buyer	_____	Steve Cintron, Treasurer	Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required)

Date

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



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 7th Day of June, 2017 by and between Vigilant Solutions, LLC, a Delaware company, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and The City of Oxnard, through the Oxnard Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 300 West Third Street, Oxnard CA 93030 ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

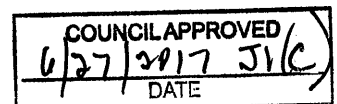
"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or Lineup brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.





"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.



III. Term; Termination.

A. **Term.** The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). The total term of this Agreement shall not exceed three (3) years without an amendment by the parties. This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. **Affiliate Termination.** Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. **Vigilant Termination.** Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of



merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such injunction: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.



B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) It has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured a solid network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Commercial LPR Data and LEA LPR Data.

Vigilant retains all title and rights to Commercial LPR Data. Users shall not utilize Commercial LPR Data on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data and LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data is governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.



B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the following CJIS requirements:

1. Affiliate agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for data.
2. Affiliate agrees to protect systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
3. Affiliate will only provide access to Vigilant systems and Affiliate-owned LEA information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
4. Affiliate agrees to create and retain activity transaction logs to enable auditing by the LEA data owners, Vigilant staff, and FBI CJIS if requested.
5. Affiliate agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by client LEA agencies at Affiliate's own expense.
6. Affiliate agrees to reinforce staff policies for creating user accounts with only one Affiliate domain email addresses for each user. Exceptions may only be granted in writing by Vigilant.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

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Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application



Service Package - Option # 2 – 'Intelligence-Led Policing (ILP)' Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. **Service Fee.** Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)					
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs Issued as of the Effective Date of this Agreement is three (3). All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. **Advanced Service Fee Payments.** Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.



D. Total Fees. Notwithstanding any other section of this Agreement, the fee for the initial term of this Agreement is \$72,980 plus \$4,935.20 in tax, which includes all first year service fees and the equipment purchase detailed in Exhibit B attached hereto and incorporated herein by reference. The service fee for years two and three is \$34,720 per year. The not to exceed amount over the total three year term of this Agreement is \$150,000.

E. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, or (ii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase at least thirty (30) days before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Indemnity during Site Visit. Notwithstanding section A, Vigilant hereby agrees to indemnify, hold harmless, and defend Affiliate from any and all liability, damages, costs and financial loss, including all costs and expenses of litigation or arbitration, resulting from any wrongful or negligent acts or omissions while on the Affiliate's property during the installation of the equipment detailed in Exhibit A by Vigilant or its agents, employees, contractors, or consultants.

C. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

D. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

E. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

F. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

G. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and



shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

H. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

I. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

J. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

K. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

L. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

M. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

N. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its



Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

O. Insurance. Vigilant shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-I, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Affiliate's Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vigilant obtain and maintain such insurance coverages.

Vigilant shall, prior to performance under this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS INS-I. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS INS-I.

Maintenance of proper insurance coverages by Vigilant is a material element of this Agreement. Vigilant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date:

5-26-2017

Signature:

Authorized Agent: Steve Cintron

Title: Chief Financial Officer

Date:

5/26/2017

Signature:

AFFILIATE - CITY OF OXNARD

Greg Nyhoff, City Manager

6-28-17

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

5/30/17

Date

APPROVED AS TO CONTENT:

[name], Project Manager

5/30/17

Date

[name], Department Head

5/30/17

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

6/12/17

Date

The City requires the following for any contract:

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



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:	City of Oxnard/ Oxnard Police Department		
Company / Agency Type:			
Address: 300 West Third Street, Oxnard, CA 93030			
Primary Contact			
Name: Christopher Williams			
Title: Commander	Phone:	805-385-8290	
Email:			
Supervisor Information			
Name:			
Title:	Phone:		
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:	Phone:		
Email:			
Technical Support Contact # 1			
Name:			
Title:	Phone:		
Email:			
Technical Support Contact # 2			
Name:			
Title:	Phone:		
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
VS-ILP-1M3RE	ILP Mobile Bundle for Agencies of Up to 100 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
VS-ILP-2M3RE	ILP Mobile Bundle for Agencies of 101 to 200 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
VS-ILP-3M3RE	ILP Mobile Bundle for Agencies of 201 to 500 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images
VS-ILP-4M3RE	ILP Mobile Bundle for Agencies of 501 to 1,000 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images



VS-ILP-5M3RE	ILP Mobile Bundle for Agencies of 1,001 to 1,500 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Five (5) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 100,000 images
VS-ILP-6M3RE	ILP Mobile Bundle for Agencies of 1,501 to 2,000 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Five (5) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 200,000 images



Quote For:


**Oxnard Police Department
ILP Package, Year 1**

Quoted By:

**Vigilant Solutions LLC
Greg Mills**

Date: 05-25-17

Be Smart. Be Safe. Be Vigilant.

		Vigilant Solutions LLC 2021 Las Positas Court - Suite # 101 Livermore, California 94551 (P) 858-287-0067		Be smart. Be safe. Be Vigilant.	
Attention:	Oxnard Police Department	Date	5/25/2017		
Project Name:	ILP Package, Year 1	Quote Number:	GSM-0420-03		

PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	VS-ILP-3M3RE	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 500 Sworn <ul style="list-style-type: none"> • 3-Camera Mobile LPR system - Quantity = 3 LPR Systems <ul style="list-style-type: none"> ◦ Power over Ethernet (POE) LPR cameras ◦ Lens configuration to be confirmed by customer at time of order • CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> ◦ Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> ◦ LEARN Data Analytic Tools ◦ Unlimited Commercial LPR data Access ◦ Hosting, data and system management of LPR data ◦ LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> ◦ Image gallery of up to 50,000 images
(3)	Hardware Installation	Installation of Vigilant Hardware
(3)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set <ul style="list-style-type: none"> • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen, Code3, TOMAR, Federal Signal, Argent S2 Light Bars • Mounts up to four (4) LPR cameras
(1)	VS-LEARN-H	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract

(1)	SSU-LN-COM	Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account <ul style="list-style-type: none"> • New client account setup via national LPR server • Required for all hosted/managed LEARN client accounts
(3)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRNG	Vigilant End User Training for LPR Systems <ul style="list-style-type: none"> • End user training for Vigilant products <ul style="list-style-type: none"> ◦ Covers all client purchased applications ◦ Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(1)	Tax	Tax on Hardware
Subtotal Price		\$77,915.20

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
3. Central compute resource hardware sold separately unless explicitly stated above.
4. All hardware components to have standard One (1) year hardware warranty.
5. This Quote does not include anything outside the above stated bill of materials.
6. Extended hardware warranty not included. Additional 1-4 years available.
7. One year of services included.

Quoted by: Greg Mills - 858-287-0067 - greg.mills@vigilantsolutions.com

Total Price	\$77,915.20
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2017

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

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

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403		CONTACT NAME: PHONE (A/C, No, Ext): 650-573-1111 FAX (A/C, No): 650-378-4361 E-MAIL ADDRESS:		
INSURED VIGIL-1 Vigilant Solutions, LLC VaaS International Holdings, Inc. 2021 Las Positas Court #101 Livermore CA 94551		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Lloyd's of London		
		INSURER B: Atlantic Specialty Ins Company		27154
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 218495104

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7110158390000	5/10/2017	5/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	7110158390000	5/10/2017	5/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			7110158390000	5/10/2017	5/10/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UCS260189017	5/10/2017	5/10/2018	Aggregate 1,000,000

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

City of Oxnard, its officers, agents, employees and volunteers are named as additional insured regarding general liability per the attached endorsement. General Liability waiver of subrogation applies and coverage is primary and non-contributory per attached. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Risk Manager 300 West Third Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none">o Work performed by youo Premises you own, rent, lease or occupyo Equipment you lease	9. Duties in Event of Occurrence, Claim or Suit
3. Aggregate Limit Per Location	10. Expected or Intended Injury (PD)
4. Blanket Waiver of Subrogation	11. Incidental Medical Malpractice
5. Bodily Injury Redefined – Mental Anguish	12. Medical Payments
6. Broadened Named Insured	13. Mobile Equipment Redefined
7. Broadened Property Damage <ul style="list-style-type: none">o Borrowed Equipmento Customers' Goodso Use of Elevators	14. Newly Acquired or Formed Organizations
	15. Non-Owned Aircraft
	16. Non-Owned Watercraft
	17. Personal and Advertising Injury
	18. Product Recall Expense
	19. Supplementary Payments Increased Limits

* 1. ADDITIONAL INSURED – BROAD FORM VENDORS

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

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

*2. **ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT**

a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

- (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
- (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

5. To any:

- (a) Lessor of equipment after the equipment lease terminates or expires; or
- (b) Owners or other interests from whom land has been leased; or
- (c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



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

DATE: June 4, 2019
TO: City Council
FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org
SUBJECT: MOUs with School Districts.

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute the Cost Sharing Memorandum of Understanding (MOU) between the City and 1) the Rio School District, 2) Hueneme School District, 3) Oxnard School District and 4) Oxnard Union High School District for the School Resource Officer (SRO) Program. These MOUs set forth guidelines between the listed school districts and the Oxnard Police Department (OPD) to ensure an understanding of the goals of the SRO program. The various districts reimburse the OPD for a portion of the personnel costs associated with this program. These MOUs establish a 3-year term with each school district where the reimbursement rate will remain the same throughout fiscal years 2019 through 2022. (Public Safety Committee approved 3-0)

BACKGROUND

FYs 2019-22 School District MOUs set forth guidelines and cost reimbursements between four local school districts and the City of Oxnard Police Department's SRO program. These are a continuation of our current agreements, and renew the school districts' commitments to reimburse the City for personnel costs for the Police Department's eight (8) assigned SROs. The Oxnard Union High School District (OUHSD) also renews its agreement to fully reimburse the City for costs related to the staffing of special events.

School Resource Officer Program Overview

The SRO program serves a student population of approximately 42,000 students in four of Oxnard's public school districts. The Police Department has an SRO assigned to each of the four (4) public high schools in the OUHSD. These four (4) SROs are assigned full-time to their respective high schools.

Four (4) more police officers are assigned to the elementary and junior high schools for three school districts (Oxnard, Hueneme, and Rio). Three of these four elementary/junior high school SROs provide services to the Oxnard School District (OSD), while the fourth SRO splits time between Hueneme School District (in Oxnard's jurisdiction) and selected schools from the Rio School District (in Oxnard's jurisdiction).

SROs assist school administrators in helping maintain a safe campus environment that is conducive to learning. SROs provide a visible presence to deter or identify trespassers on campus. School officials rely on the SRO's training, knowledge and experience in handling situations involving weapons violations, or in the identification of controlled dangerous substances. In addition, SROs provide a service to the surrounding community by addressing concerns such as loitering, or other traffic issues.

SROs are assigned to schools on a long-term basis, based on a school year. The SROs also handle police service calls on and around school campuses, providing relief to the Police Department's Patrol Division. High School SROs typically

handle issues dealing with thefts, assaults, drugs, alcohol, weapons, threats, bullying, child abuse, child custody court orders, truancy, traffic issues, gangs, students with mental health issues, runaway students, and conflicts among parents. These previously mentioned issues are more typically found in the high schools. Elementary and middle school SROs are in an environment that naturally places them in more of a prevention-based posture, as many of the younger students can benefit from positive interaction with police, as well as the establishment of role models for the youth.

As is the case for all police officers, SROs are responsible for investigating violations of criminal law. When it is both necessary and appropriate, SROs enforce these laws by citing or arresting offenders, but favor prevention and intervention strategies, viewing enforcement as a last resort. Language is included in the MOUs that reinforces this.

Below are some statistics for 2018 that illustrate measurable SRO activities:

- SROs handled approximately 1,400 calls for service related to school campuses
- SROs handled approximately 140 citations/arrests for offenses
- Over 2,200 parents and students were counseled by the SROs
- SROs provided approximately 140 presentations, in a variety of topics/forums
- SROs coordinated forty (40) school safety / lock down drills
- SROs participated in over 200 School Attendance Review Board hearings
- SRO's generated approximately 400 crime and incident reports, only 78 arrests

Of note, statistically measurable activity, such as counseling sessions, meetings, and presentations have far more value than their numerical statistics, as their impacts upon individuals to make better choices or other positive outcomes are difficult to measure.

The Memoranda of Understanding

The SRO MOU's involve the reimbursement to the City for the services of eight (8) police officers, who provide enhanced services to four of Oxnard's school districts. In general, the City is reimbursed for seventy-five percent (75%) of personnel costs related to the eight (8) SROs. The following is a cost breakdown that explains the reimbursement model.

- Oxnard Union High School District's cost-sharing amount is \$540,400 each FY (cost of four (4) officers).
- Oxnard School District's cost-sharing amount is \$405,300 each FY (cost of three (3) officers).
- The eighth SRO splits the forty-hour work-week between the Hueneme School District and Rio School District's Oxnard-based schools. The sum of the two districts' contributions equals 75% of the personnel cost for this officer:
- Hueneme School District's cost sharing amount is \$88,265 (cost of one officer). *This officer provides twenty-six (26) hours of service per week to the district.
- Rio School District's cost sharing amount is \$46,835 (cost of an officer). *This officer provides fourteen (14) hours of service per week to the district.

For FYs 2019-22 MOUs, all of the School Districts have agreed to a 3-year agreement term for their reimbursements to the City. The following table illustrates the comparison between FY 18-19 and FY 2019-22 reimbursements:

School District	FY 18-19 Reimbursement from School District	FY 19-22 Reimbursement from School District	School District Contribution Increase
Oxnard Union High School District	\$540,400	\$1,621,200	0
Oxnard School District	\$263,610	\$1,215,900	0
Hueneme School District	\$88,265	\$264,795	0
Rio School District	\$46,835	\$140,505	0
Total:	\$1,080,800	\$3,242,400	0

Oxnard Union High School District has an additional MOU for cost recovery for special events throughout the school

year. The overtime reimbursement rates are as follows:

- Police Officer \$77.97 per hour
- Senior Police Officer \$91.82 per hour
- Sergeant \$105.05 per hour

All school districts will be billed for a lump-sum payment to the City no less than 60 days prior to June 30, 2020.

STRATEGIC PRIORITIES

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

FINANCIAL IMPACT

The total contribution from the four (4) school districts is \$3,242,400, not including the **special events** cost recovery of approximately \$60,000 throughout FYs 2019-22. The anticipated revenue will be included in the recommended budgets for FY 2019-20, FY 2020-21, and FY 2021-22. The FY 2019-20 recommended amount is \$1,223,325 (in account 101-2101-581-7519 Other Reimbursement).

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eduardo Miranda, Police Commander

ATTACHMENTS

1. OUHSD Special Events 2019-22
2. OUHSD Contract 2019-22
3. OSD Contract 2019-22
4. Hueneme School District 2019-22
5. Rio School District 2019-22

Agreement No. 8578-19-PO

OXNARD AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: Oxnard Union High School District

Address: 309 South K Street Oxnard, CA 93030

Telephone No.: 805-385-2500

Contact Person: Dr. Penelope DeLeon

Department: Police

Project Manager: Daniel Shrubbs - Sergeant

Phone: 805-200-2134

Amendment Number: N/A

Contingency Requested: \$ N/A

EISPM Funds¹ Requested: \$ N/A

Funding Source: General Fund reimbursement only

Account No.²: _____

Target Approval Date: _____

Minute Track ID No. _____

Termination Date: 6-30-2022

Email address: penelope.deleon@ouhsd.k12.ca.us

Current Value of Agreement

(including prior amendments): \$ Varies

(Attach copies of original agreement and all prior amendments)

Value of this Amendment: \$ N/A

Total Value of Amended

Agreement: \$ N/A

P.O. No. (if existing agreement): N/A

Req. No. (if new agreement): N/A

Business Tax Certificate No.: N/A

Insurance Exhibit Type: N/A

Bid No.: N/A

NSS control number: N/A

Purpose of Agreement/Amendment and Reasonableness of Price: Establishes upcoming FY 3-year reimbursement rates. Each FY of the 3-year term, approximately \$20,000 will be reimbursed to the City of Oxnard for school overtime costs.

Review Sequence

1. Project Manager
2. Department Director
3. Budget Management
4. Risk Management³
5. City Attorney (signs contract; no need to initial this form)
6. Contractor/Vendor/Consultant (signs contract; no need to initial this form)⁴
7. Buyer⁵

Initials	Date
<u>DS</u>	<u>3/26/19</u>
<u>MD</u>	<u>3/26/19</u>
<u>N/A</u>	
<u>SW</u>	<u>4/4/19</u>
<u>LB</u>	<u>4.4.19</u>

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials

C:\Users\daniel.shrubbs\Desktop\2017-19 School Contracts\2019-22 Agreement or Amendment Review OUHSD 3 year

OT.docx

this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

8. Purchasing Manager⁶

9. City Manager/ACM⁷

10. Mayor⁸

11. City Clerk⁹

_____ *cdh*

To Be Filled Out By City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both Are Requested:

Regarding the contingency:

- ☐ I authorize the amount of contingency requested in this form.
☐ I authorize _____ (up to 10% of total contract value) in contingency funding.
☐ I do not authorize any contingency funding.

Regarding the EISPM funds:

- ☐ I authorize the amount of EISPM funds requested in this form.
☐ I authorize _____ (up to 10% of total contract value) in EISPM funds.
☐ I do not authorize any EISPM funds.

Signed: _____ Date: _____

- ☐ Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
☐ Lisa Boerner, Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
☐ Rosemarie Gaglione, Public Works Director (if public project contract is up to \$100,000 annually)
☐ Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
☐ Marisela Hart, Buyer (if contract and all amendments are up to \$25,000 annually)
☐ William Gale, Buyer (if contract and all amendments are up to \$25,000 annually)

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES ("**Agreement**") by and between the City of Oxnard, a municipal corporation ("**City**") and the Oxnard Union High School District ("**District**") is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("**OPD**") shall provide no less than two (2) police officers to provide police services at select **special events** of the District, including, but not limited to, football games, basketball games, dances at District campuses, homecoming games, events involving school rivalries, gang concerns, commencement ceremonies or other school or community events on or off District campuses with increased risk potential (the "**Services**"). Prior to special events, the Parties acknowledge and agree that OPD will consult with the principal, or his or her designee, to deploy more than two (2) police officers to District campuses for events (on or off District campuses) with *increased risk potential*. The Parties also acknowledge and agree that OPD may assign one (1) supervisor when there are multiple games/events on the same night or when there is a single game/event requiring more than two (2) officers.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services.
3. Compensation. District agrees to pay City for the Services provided under this Agreement at rates provided in Exhibit A attached hereto and incorporated by this reference in full herein.
4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed for the event.
5. Term. The term of this Agreement shall be a (3) three year contract from August 29, 2019 to June 30, 2022, unless earlier terminated as provided herein.
6. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least seven (7) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

7. Method of Payment. Upon the satisfactory completion of the Services for any special event during the term of this Agreement, City shall submit an invoice to District, delineating the Services performed. City shall send all invoices to: Jeff Weinstein Assistant Superintendent of Business Services, Oxnard Union High School District, 309 South "K" Street, Oxnard, California 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges thereon.

8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Oxnard Union High School District
309 South "K" Street
Oxnard, California 93030
Attention: Dr. Penelope DeLeon, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.

15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

**OXNARD UNION HIGH SCHOOL
DISTRICT**

Alexander Nguyen, City Manager

P. DeLeon
Dr. Penelope DeLeon, Superintendent

APPROVED AS TO FORM

For 5/21/19
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Scott Whitney
Scott Whitney, Police Chief

EXHIBIT "A"

HOURLY COMPENSATION RATES

Position	Hourly Rate
Police Officer	\$77.97
Senior Police Officer	\$91.82
Sergeant	\$104.05

Agreement No. 8577-19-PO

OXNARD AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: Oxnard Union High School District

Address: 309 South K Street Oxnard, CA 93030

Telephone No.: 805-385-2500

Contact Person: Dr. Penelope DeLeon

Department: Police

Project Manager: Daniel Shrubbs - Sergeant

Phone: 805-200-2134

Amendment Number: N/A

Contingency Requested: \$ N/A

EISPM Funds¹ Requested: \$ N/A

Funding Source: General Fund reimbursement only

Account No.²: _____

Target Approval Date: _____

Minute Track ID No. _____

Termination Date: 6-30-2022

Email address: penelope.deleon@ouhsd.k12.ca.us

Current Value of Agreement

(including prior amendments): \$ 1,621,200

(Attach copies of original agreement and all prior amendments)

Value of this Amendment: \$ N/A

Total Value of Amended

Agreement: \$ N/A

P.O. No. (if existing agreement): N/A

Req. No. (if new agreement): N/A

Business Tax Certificate No.: N/A

Insurance Exhibit Type: N/A

Bid No.: N/A

NSS control number: N/A

Purpose of Agreement/Amendment and Reasonableness of Price: Establishes upcoming FY 3-year reimbursement rates. Each FY of the 3-year term \$540,400 will be reimbursed to the City of Oxnard.

Review Sequence

1. Project Manager
2. Department Director
3. Budget Management
4. Risk Management³
5. City Attorney (signs contract; no need to initial this form)
6. Contractor/Vendor/Consultant (signs contract; no need to initial this form)⁴
7. Buyer⁵
8. Purchasing Manager⁶

Initials	Date
<u>AS</u>	<u>3/26/19</u>
<u>SW</u>	<u>3/26/19</u>
<u>N/A</u>	
<u>SW</u>	<u>7/4/19</u>
<u>SW</u>	<u>4/11/19</u>
<u>LB</u>	<u>4.4.19</u>

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials

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year.docx

this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

9. City Manager/ACM⁷

10. Mayor⁸

11. City Clerk⁹

To Be Filled Out By City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both Are Requested:

Regarding the contingency:

- ☐ I authorize the amount of contingency requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in contingency funding.
- ☐ I do not authorize any contingency funding.

Regarding the EISPM funds:

- ☐ I authorize the amount of EISPM funds requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in EISPM funds.
- ☐ I do not authorize any EISPM funds.

Signed: _____

Date: _____

- ☐ Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
- ☐ Lisa Boerner, Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
- ☐ Rosemarie Gaglione, Public Works Director (if public project contract is up to \$100,000 annually)
- ☐ Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ Marisela Hart, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ William Gale, Buyer (if contract and all amendments are up to \$25,000 annually)

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard Union High School District (“**OUHSD**” or “**District**”) is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OUHSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of four (4) School Resource Officer’s (“**SRO’s**”) to OUHSD school campuses. The SRO will work with OUHSD district staff as well as staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO’s to be tailored to the specific needs of each school, and it will also provide for flexibility of the SRO’s law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Five Hundred Forty Thousand, Four Hundred Dollars (\$540,400) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for 3 years).

City shall send invoices to: Jeff Weinstein , Assistant Superintendent of Business Services, Oxnard Union High School District, 309 S. K Street, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.

5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.

6. Term. The term of this Agreement shall be from August 29, 2019 to June 30, 2020, August 29, 2020 to June 30, 2021, and August 29, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.

7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of

war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Oxnard Union High School District
309 S. K Street
Oxnard, CA 93030
Attention: Dr. Penelope Deleon, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD UNION HIGH SCHOOL DISTRICT

Tim Flynn, Mayor

~~Dr. Penelope DeLeon, Superintendent~~
Jeff Weinstein, Asst. Sup.

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM

Stephen M. Fischer 9/2/19

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Scott Whitney
Scott Whitney, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to the deployment of the SRO and each month school administrators shall be informed of the regular or specially assigned duties and responsibilities that require the SRO to be off campus during school days and/or school hours. School Administrators shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. Copies of weekly SRO activity reports are available to the school principal and/or District Superintendent or the Superintendents' designee upon request.
6. The SRO shall inform school administration if he or she is being reassigned to cover a vacant position in the SRO unit. If the reassignment last more than two consecutive weeks the District Superintendent or Superintendent's designee will be informed by the SRO supervisor and a plan to provide full coverage to the impacted school site will be developed at no additional cost to the district.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable

- suspicion searches.
- b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
- c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
- 2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
- 3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
- 4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:

- a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files
-

Agreement No. 8576-19-PO

OXNARD AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: Oxnard School District

Address: 1051 South A Street Oxnard, CA 93030

Telephone No.: 805-385-1501

Contact Person: Dr. Cesar Morales

Department: Police

Project Manager: Daniel Shrubbs - Sergeant

Phone: 805-200-2134

Amendment Number: N/A

Contingency Requested: \$ N/A

EISPM Funds¹ Requested: \$ N/A

Funding Source: General Fund reimbursement only

Account No.²: _____

Target Approval Date: _____

Minute Track ID No. _____

Termination Date: 6-30-2022

Email address: drcmorales@oxnardsd.org

Current Value of Agreement

(including prior amendments): \$ 1,215,900

(Attach copies of original agreement and all prior amendments)

Value of this Amendment: \$ N/A

Total Value of Amended

Agreement: \$ N/A

P.O. No. (if existing agreement): N/A

Req. No. (if new agreement): N/A

Business Tax Certificate No.: N/A

Insurance Exhibit Type: N/A

Bid No.: N/A

NSS control number: N/A

Purpose of Agreement/Amendment and Reasonableness of Price: Establishes upcoming FY 3-year reimbursement rates. Each FY of the 3-year term \$405,300 will be reimbursed to the City of Oxnard.

Review Sequence

1. Project Manager
2. Department Director
3. Budget Management
4. Risk Management³
5. City Attorney (signs contract; no need to initial this form)
6. Contractor/Vendor/Consultant (signs contract; no need to initial this form)⁴
7. Buyer⁵
8. Purchasing Manager⁶

Initials	Date
<u>DS</u>	<u>3/26/19</u>
<u>CD</u>	<u>3/26/19</u>
<u>N/A</u>	
<u>AS</u>	<u>4/4/19</u>
<u>Jal</u>	<u>5-17-19</u>
<u>LB</u>	<u>4.4.19</u>

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials

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this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

9. City Manager/ACM⁷

10. Mayor⁸

11. City Clerk⁹

To Be Filled Out By City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both Are Requested:

Regarding the contingency:

- ☐ I authorize the amount of contingency requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in contingency funding.
- ☐ I do not authorize any contingency funding.

Regarding the EISPM funds:

- ☐ I authorize the amount of EISPM funds requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in EISPM funds.
- ☐ I do not authorize any EISPM funds.

Signed: _____

Date: _____

- ☐ Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
- ☐ Lisa Boerner, Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
- ☐ Rosemarie Gaglione, Public Works Director (if public project contract is up to \$100,000 annually)
- ☐ Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ Marisela Hart, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ William Gale, Buyer (if contract and all amendments are up to \$25,000 annually)

Agreement No. 8576-19-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Oxnard School District ("OSD" or "District") is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of three (3) School Resource Officer's ("SRO's") to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Four Hundred and Five Thousand, Three Hundred dollars (\$405,300) (total cost for three officers) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for the 3 year term).

City shall send invoices to: Janet Penanhoat, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2019 to June 30, 2020, July 1, 2020 to June 30, 2021, and July 1, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots,

acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Oxnard School District
1051 South A Street
Oxnard, CA, 93030
Attention: Janet Penanhoat, Assistant Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated

fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

Tim Flynn, Mayor

Lisa A. Franz 5-17-19
Lisa A. Franz, Director, Purchasing

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM

SMF 5/21/19
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

SW
Scott Whitney, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. The SRO program will aid and support the Oxnard School District Community with a dedicated team of officers who increase the ability of the police department to respond quickly to the District's needs, guide and mentor students, participate in matters of truancy, supervise and monitor District functions and interact in positive ways with students and families.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the

school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Agreement No. 8575-19-PO

OXNARD AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: Hueneme School District

Address: 205 N. Ventura Road Port Hueneme, CA 93041

Telephone No.: 805-488-3588

Email address: cwalker@hueneme.org

Contact Person: Dr. Christine Walker

Current Value of Agreement

(including prior amendments): \$ 264,795

(Attach copies of original agreement and all prior amendments)

Department: Police

Project Manager: Daniel Shrubbs - Sergeant

Value of this Amendment: \$ N/A

Phone: 805-200-2134

Total Value of Amended

Agreement: \$ N/A

Amendment Number: N/A

Contingency Requested: \$ N/A

P.O. No. (if existing agreement): N/A

EISPM Funds¹ Requested: \$ N/A

Req. No. (if new agreement): N/A

Funding Source: General Fund reimbursement only

Business Tax Certificate No.: N/A

Account No.²: _____

Insurance Exhibit Type: N/A

Target Approval Date: _____

Bid No.: N/A

Minute Track ID No. _____

NSS control number: N/A

Termination Date: 6-30-2022

Purpose of Agreement/Amendment and Reasonableness of Price: Establishes upcoming FY 3-year reimbursement rates. Each FY of the 3-year term \$88,265 will be reimbursed to the City of Oxnard.

Review Sequence

1. Project Manager
2. Department Director
3. Budget Management
4. Risk Management³
5. City Attorney (signs contract; no need to initial this form)
6. Contractor/Vendor/Consultant (signs contract; no need to initial this form)⁴
7. Buyer⁵
8. Purchasing Manager⁶

Initials	Date
<u>DS</u>	<u>3/26/19</u>
<u>EW</u>	<u>3/26/19</u>
<u>N/A</u>	<u>N/A</u>
<u>JS</u>	<u>4/4/19</u>
<u>LB</u>	<u>4.4.19</u>

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials

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this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

9. City Manager/ACM⁷

10. Mayor⁸

11. City Clerk⁹

To Be Filled Out By City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both Are Requested:

Regarding the contingency:

- ☐ I authorize the amount of contingency requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in contingency funding.
- ☐ I do not authorize any contingency funding.

Regarding the EISPM funds:

- ☐ I authorize the amount of EISPM funds requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in EISPM funds.
- ☐ I do not authorize any EISPM funds.

Signed: _____ Date: _____

- ☐ Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
- ☐ Lisa Boerner, Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
- ☐ Rosemarie Gaglione, Public Works Director (if public project contract is up to \$100,000 annually)
- ☐ Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ Marisela Hart, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ William Gale, Buyer (if contract and all amendments are up to \$25,000 annually)

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Hueneme School District (“**HSD**” or “**District**”) is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to HSD elementary and intermediate school campuses for a total of Twenty Six (26) hours a week. The SRO will work with HSD district staff as well as staff at individual elementary and intermediate schools (within the jurisdiction of Oxnard) to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

In addition to the obligations set forth in the Agreement, City shall notify the District Superintendent in writing within five (5) business days of City's anticipation of a SRO absence from a school exceeding a period of nine (9) consecutive school days.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Eighty-eight Thousand Two Hundred and Sixty-Five Dollars (\$88,265) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for 3 year term).

City shall send invoices to: Dannielle Brook, Asst. Superintendent, Hueneme School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2019 to June 30, 2020, August 29, 2020 to June 30, 2021, and August 29, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible

for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Hueneme School District
205 N. Ventura Road
Port Hueneme, California 93041-3065
Attention: Dannielle Brook, Assistant Superintendent Business Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum

non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed

this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

HUENEME SCHOOL DISTRICT

Alexander Nguyen, City Manager

Christine Walker
Dr. Christine Walker, Superintendent

APPROVED AS TO FORM

for 4/2/19
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Scott Whitney
Scott Whitney, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the HSD, all SROs will be given a user-specific login and access to the HSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Agreement No. 8574-19-PO

OXNARD AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: Rio School District

Address: 2500 Vineyard Avenue Suite #100 Oxnard, CA 93036

Telephone No.: 805-485-3111

Email address: jpuglisi@rioschools.org

Contact Person: Dr. John Puglisi

Current Value of Agreement

(including prior amendments): \$ 140,505

(Attach copies of original agreement and all prior amendments)

Department: Police

Project Manager: Daniel Shrubbs - Sergeant

Value of this Amendment: \$ N/A

Phone: 805-200-2134

Total Value of Amended

Agreement: \$ N/A

Amendment Number: N/A

Contingency Requested: \$ N/A

P.O. No. (if existing agreement): N/A

EISPM Funds¹ Requested: \$ N/A

Req. No. (if new agreement): N/A

Funding Source: General Fund reimbursement only

Business Tax Certificate No.: N/A

Account No.²: _____

Insurance Exhibit Type: N/A

Target Approval Date: _____

Bid No.: N/A

Minute Track ID No. _____



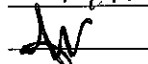
NSS control number: N/A

Termination Date: 6-30-2022

Purpose of Agreement/Amendment and Reasonableness of Price: Establishes upcoming FY 3-year reimbursement rates. Each FY of the 3-year term \$46,835 will be reimbursed to the City of Oxnard.

Review Sequence

1. Project Manager
2. Department Director
3. Budget Management
4. Risk Management³
5. City Attorney (signs contract; no need to initial this form)
6. Contractor/Vendor/Consultant (signs contract; no need to initial this form)⁴
7. Buyer⁵
8. Purchasing Manager⁶

Initials	Date
	<u>3/26/19</u>
	<u>3/26/19</u>
<u>N/A</u>	
	<u>4/4/19</u>
<u>LB</u>	<u>4.4.19</u>

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials

C:\Users\daniel.shrubbs\Desktop\2017-19 School Contracts\2019-22 Agreement or Amendment Review RSD 3 year.docx

this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

9. City Manager/ACM⁷

10. Mayor⁸

11. City Clerk⁹

To Be Filled Out By City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both Are Requested:

Regarding the contingency:

- ☐ I authorize the amount of contingency requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in contingency funding.
- ☐ I do not authorize any contingency funding.

Regarding the EISPM funds:

- ☐ I authorize the amount of EISPM funds requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in EISPM funds.
- ☐ I do not authorize any EISPM funds.

Signed: _____ Date: _____

- ☐ Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
- ☐ Lisa Boerner, Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
- ☐ Rosemarie Gaglione, Public Works Director (if public project contract is up to \$100,000 annually)
- ☐ Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ Marisela Hart, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ William Gale, Buyer (if contract and all amendments are up to \$25,000 annually)

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Rio School District (“**RSD**” or “**District**”) is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Six Thousand Eight Hundred and Thirty Five Dollars (\$46,835) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for 3 year term).

City shall send invoices to: Assistant Superintendent of Business Services
Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2019 to June 30, 2020, August 29, 2020 to June 30, 2021, and August 29, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

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251 South "C" Street
Oxnard, California 93030
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Rio School District
2500 Vineyard Avenue, #100
Oxnard, CA 93036
Attention: Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

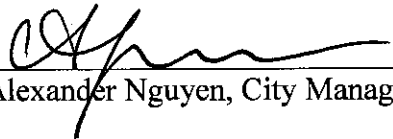
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each respective Party.

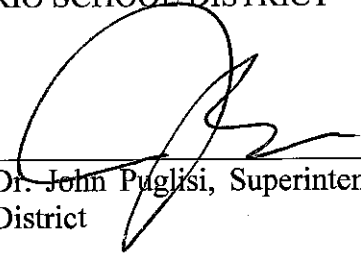
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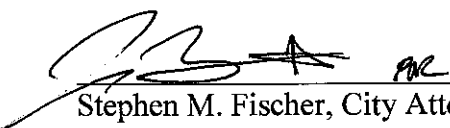
CITY OF OXNARD


Alexander Nguyen, City Manager

RIO SCHOOL DISTRICT


Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

 *or* 7/6/15
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

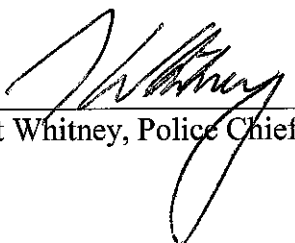

Scott Whitney, Police Chief

EXHIBIT "A"

SRO Guidelines

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1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
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3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
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4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9.**

DATE: June 4, 2019
TO: City Council
FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org
SUBJECT: Approval of First Amendment to Agreement No. A-8022 with MNS Engineers, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8022 with MNS Engineers, Inc., increasing the agreement value from \$250,000 to \$400,000 and amending the language in Section 21 (Hold Harmless, Defense and Indemnity) of the agreement.

BACKGROUND

On April 24, 2017, the Public Works Department sent out a request for proposals (RFP) to 21 firms for Civil Engineering Services. Eleven firms responded and a panel selected six firms that best met the City's criteria from the RFP, including MNS Engineers, Inc. (MNS). MNS's Agreement A-8022 was approved on November 14, 2017, in the amount of \$250,000 for a term from November 14, 2017 to November 14, 2020.

DISCUSSION

At this time, the Public Works Department is requesting to increase the contract amount by \$150,000 for a new total contract amount not to exceed \$400,000. This increase is requested to continue to address the needs on various wastewater projects and operational needs, including but not limited to providing public works inspection services, construction management services, surveying and technical support for updating the industrial waste ordinance for Technical Service/Source Control.

Work under this agreement will be assigned by task order for any wastewater projects and wastewater operational needs. A cost proposal will be obtained for each assigned task order at the contractual rates, and each task order will be approved per current City standard practices. This agreement is Citywide and available for all City departments.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The Engineering Division and the Wastewater Division within the Public Works Department provide funding for this work within their annual budgets based on needs. The contract will be utilized based upon task orders issued and available funding in the relevant division of Public Works.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. MNS First Amendment A-8022
2. MNS Agreement A-8022

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and MNS Engineers, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on December 13, 2017, by City and Consultant.

City and Consultant agree as follows:

1. Section 14(a) of the Agreement, the figure “\$250,000” is replaced with the figure “\$400,000”.
2. Section 21 of the Agreement is deleted in its entirety and replaced with the following:

“Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant

of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 21 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 21 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance."

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

[Signatures on next page]

Agreement No. A-8022

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

CITY OF OXNARD

MNS ENGINEERS, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Jeff Edwards, Vice President² _____ Date

Miranda Patton, Secretary _____ Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$200,000 annually. The City Manager may authorize and sign any agreement up to \$200,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of December, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and MNS Engineers, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with the Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Jeff Edwards, Vice President as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on December 13th, 2017 and expire on November 28, 2020.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of

termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$250,000 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services.

Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

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

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. For architectural, landscape architectural, engineering or land surveying services only:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

b. For everything else:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to MNS Engineers, Inc., 4580 E. Thousand Oaks Blvd., # 101, Westlake Village, CA 91362, Attention: Ms. Shaida Stuffer, Project Manager.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attention: Ralph Alamillo, Project Manager.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

CITY OF OXNARD

MNS ENGINEERS, INC.

☒ Tim Flynn, Mayor

Date

Jeff Edwards, Vice President

Date

(if agreement is \$250,000.01 or more)

☐ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)

☐ Purchasing Agent (if agreement is up to \$25,000.00)

Miranda Patton, Secretary

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

(required for any agreement amount)

APPROVED AS TO CONTENT:

Ralph Alamillo, Project Manager

Date

(required for any agreement amount)

Thien Ng

Interim Public Works Director

(if agreement is \$25,000.01 or more)

Ruth Osuna, Assistant City Manager

Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Date

(if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

(required for any agreement amount)

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT A

SCOPE OF SERVICES

The Task Order proposal shall identify a concise description of the scope of work to be performed by the consultant firm and how the consultant plans on completing the work and include a schedule for each assigned task. It is up to the consultant to determine the best and most cost-effective method to complete the work so that the assigned task order project can be constructed to the satisfaction of the City of Oxnard. The consultant task order will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by City and Consultant for all services and under agreement amount; individual task order funds will be encumbered based on quote provided to City by Consultant per task order. These typical task order services will include but not limited to the following:

- a. Meet with or communicate with Project Manager or Designee to determine scope of Task Order and then submit proposal and schedule for Task Order assigned, with all known cost included.
- b. Prepare and distribute any meeting minutes for a task order assignment.
- c. Obtain approval of all required plan check & permits; City, County, State.
- d. Track all design services for all individual projects as assigned by task order.
- e. Assist the City in obtaining all required permits as may be necessary from any Agency.
- f. Provide quality control.
- g. Perform cost estimates for each milestone included in each task order.
- h. Perform a constructability analysis as may be required for each task order assigned.
- i. Construction Services - Review RFI (request for information), submittal, and shopdrawings associated with each task order assigned.
- j. Maintain good record keeping; including task order number and dollar amounts as assigned.
- k. Provide a schedule of each task, the overall design schedule and construction phase.
- l. Schedule owner meetings as necessary during design.
- m. Provide value engineering recommendations to City staff members and architect/engineer.
- n. Keep daily communication or as required with City staff and subconsultants per assignment.

- o. Aid with any Development of projects for Public Works, or Development Services
 - Design development
 - Constructability reviews
 - Estimates
 - Plan checking
 - Plan reviewing
 - Site visits
 - Analyses
 - Maintenance management plans
 - Master Plans
 - Environmental analysis
 - Post Design Services
 - Surveying Services
 - Traffic Engineering Services
 - Landscape Design Services
 - Attend City Meeting as requested
- p. Other duties as may be required by City staff for these types of services.

EXHIBIT B

COMPENSATION RATES

		PROJECT MANAGEMENT	
		Principal-in-Charge	\$200
		Principal Project Manager	198
		Project Manager	198
		Project Coordinator	120
ENGINEERING		CONSTRUCTION MANAGEMENT	
Principal Engineer	\$198	Principal Construction Manager	\$198
Principal Structural Engineer	198	Senior Construction Manager	185
Lead Engineer	194	Resident Engineer	170
Supervising Engineer	185	Structure Representative	160
Senior Structural Engineer	185	Construction Manager	150
Senior Project Engineer	170	Assistant Resident Engineer	145
Structural Engineer	170	Construction Inspector (PW)	138
Project Engineer	150	Office Engineer	105
Associate Engineer	135		
Assistant Engineer	115	TECHNICAL SUPPORT	
Engineering Intern	95	CADD Manager	\$140
		Senior GIS Analyst	140
		GIS Analyst	120
SURVEYING		Supervising CADD/Engineering/GIS Technician	120
Principal Surveyor	\$198	Senior CADD/Engineering/GIS Technician	110
Supervising Surveyor	185	CADD/Engineering/GIS Technician	100
Senior Project Surveyor	170		
Project Surveyor	150	ADMINISTRATIVE SUPPORT	
Senior Land Title Analyst	130	Administrative Analyst	\$110
Assistant Project Surveyor	125	IT Technician	105
Party Chief	140	Graphics/Visualization Specialist	95
Chainperson	120	Administrative Assistant	70
One-Person Survey Crew	180		

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus ten percent (10%).

The prices listed above shall be effective through the term of this Agreement. If MNS Engineers Inc. wishes to amend its prices, it shall notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City's Purchasing Agent may authorize continuing the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices.

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

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

11/17

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

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

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 - OX

Duluth, GA 30096

/ia Email: cityofoxnard@ebix.com

/ia Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) _____ (to) _____

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

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

_____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____

Date Signed _____



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10.**

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approval of First Amendment to Agreement No. A-8013 with Encompass Consultant Group, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8013 with Encompass Consultant Group, Inc., increasing the agreement value from \$250,000 to \$400,000 and amending the language in Section 21 (Hold Harmless, Defense and Indemnity) of the agreement.

BACKGROUND

On April 24, 2017, the Public Works Department issued a request for proposals (RFP) to 21 firms for Civil Engineering Services. Eleven firms responded and a panel selected six firms that best met with the City's criteria from the RFP, including Encompass Consultant Group ("ECG"). ECG's Agreement A-8013 was approved on the City Manager's list on November 14, 2017, in the amount of \$250,000 for a term from November 14, 2017, to November 14, 2020.

DISCUSSION

At this time, the Public Works Department is requesting to increase the contract amount by \$150,000 for a new total contract amount not to exceed \$400,000. This increase is requested to continue to address the needs on various public projects and operational needs, such as but not limited to for providing a Floodplain Manager to address all floodplain issues, project management support for ASR Well Project, surveying and final map checking for Development Services.

Work under this agreement will be assigned by task order for any projects and operational needs. A cost proposal will be obtained for each assigned task order at the contractual rates, and each task order will be approved per current City standard practices. This agreement is Citywide and available for all City departments.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The Engineering Division and the Wastewater Division within the Public Works Department provide funding for this work within their annual budgets based on needs. The contract will be utilized based upon task orders issued and available funding in the relevant division of Public Works.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Encompass First Amendment A-8013
2. Encompass Agreement A-8013

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and Encompass Consultant Group, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on November 14, 2017, by City and Consultant.

City and Consultant agree as follows:

1. Section 14(a) of the Agreement, the figure “\$250,000” is replaced with the figure “\$400,000”.
2. Section 21 of the Agreement is deleted in its entirety and replaced with the following:

Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **“Indemnified Party”**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution (singularly a **“Claim”** and collectively the **“Claims”**).

(2) The duty to defend is a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

- (1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2)

indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

[Signatures on next page]

Agreement No. A-8013

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

CITY OF OXNARD

ENCOMPASS CONSULTANT GROUP, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Sal Contreas, Vice President² _____ Date

James Fallon, Secretary _____ Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$200,000 annually. The City Manager may authorize and sign any agreement up to \$200,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Encompass Consultant Group, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services described herein.

3. Standard of Performance

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

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$250,000 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. For architectural, landscape architectural, engineering or land surveying services only:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

b. For everything else:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not

subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

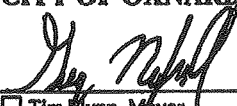
40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Encompass Consultant Group, Inc., 333 North Lantana Street, Suite 287 Camarillo, CA, 93010, Attention: Sal Contreras.


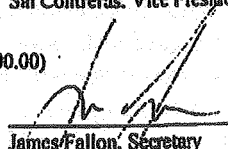
b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works, 305 W. Third St., East Wing, 3r Floor, Oxnard, California 93030, Attention: Ralph Alamillo.

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

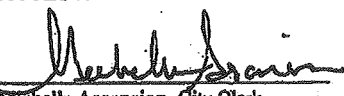
CITY OF OXNARD

 11-15-17
☐ Tim Flynn, Mayor Date
 (if agreement is \$250,000.01 or more)
☒ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ Purchasing Agent (if agreement is up to \$25,000.00)


CONSULTANT

 10/11/17
 Sal Contreras, Vice President Date
 10/11/17
 James Fallon, Secretary Date

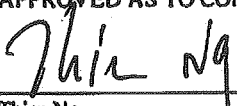
ATTEST:

 11/15/17
 Michelle Ascencion, City Clerk Date
 (If agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

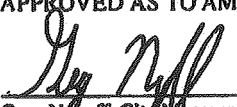
 10/10/17
 Stephen M. Fischer, City Attorney Date
 (required for any agreement amount)

APPROVED AS TO CONTENT:

 10.25.17
 Thien Ng, Interim Public Works Director Date
 (if agreement is \$25,000.01 or more)

 10.31.17
 Ruth Osuna, Assistant City Manager Date

APPROVED AS TO AMOUNT:

 11-15-17
 Greg Nyhoff, City Manager Date
 (if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

 10/13/17
 Mike More, Risk Manager Date
 (required for any agreement amount)

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT REMOVE THIS BOX

26. Traffic Engineering Services- Traffic studies, Striping and signage plans, traffic control plans, traffic signalization plans.
27. Land Surveying Services.
28. Maintain good record keeping; including task order number and dollar amounts as assigned.
29. Provide a schedule of each task, the overall design schedule and construction phase.
30. Schedule owner meetings as necessary during design.
31. Provide value engineering recommendations to City staff members and architect/engineer.
32. Keep daily communication or as required with City staff and sub consultants per assignment.
33. Aid with any Development of projects for Public Works, or Development Services:
 - a. Design development
 - b. Constructability reviews
 - c. Estimates
 - d. Plan checking
 - e. Plan reviewing
 - f. Site visits
 - g. Analyses
 - h. Maintenance management plans
 - i. Master Plans for individual projects for divisions and departments
 - j. Environmental analysis
 - k. Post Design Services
 - l. Surveying Services
 - m. Traffic Engineering Services
 - n. Landscape Design Services
 - o. Attend City Meetings as requested
34. Other duties as may be required by City staff for these types of services.

Alliance JB

President/Traffic Engineer	\$160.00
Project Manager	\$144.00
Signal Timing Specialist	\$144.00
Senior Engineer	\$120.00
Associate Engineer	\$108.00
Designer	\$96.00
Drafter	\$76.00
Technical Aide	\$60.00
Word Processing	\$48.00

Filippin Engineering

Assistant Construction Manager	\$ 145.00
Associate Construction Manager	\$ 155.00
Senior Construction Manager	\$ 175.00
Principal Construction Manager	\$ 185.00
Senior Construction Inspector (PW)	\$ 135.00
Chief Inspector/Owner's Rep (PW)	\$ 145.00

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: Overtime rates for construction inspection = 1.3 X regular rate. Overtime will not be performed unless authorized in writing by the client. Overtime work is not included in the cost of this proposal.

Rincon Consultants

Principal II	\$230
Principal I	\$215
Senior Supervisor II	\$195
Supervisor I	\$185
Senior Professional II	\$165
Senior Professional I	\$150
Professional IV	\$135
Professional III	\$120
Professional II	\$105
Professional I	\$95
Environmental Technician/Field Aide III	\$90
Environmental Technician/Field Aide II	\$85
Environmental Technician/Field Aide I	\$80
Senior GIS Specialist	\$130
GIS/CADD Specialist II	\$115
GIS/CADD Specialist I	\$100

Pit-fall Traps, Spotlights, Anemometer, GPS Units,
Sterilized Sample Jar

\$8

Mammal Trap, Large/Small

\$1.50/\$.50

Earth Systems

Minimum Call-out Rate:

2 Hr: Group 3 only: \$102.70/hr

4 Hr: Group 3 only: \$102.70/hr

Equipment:

Truck Day Rate: \$50

Hourly: \$12.50

Mileage Charge: \$0.565

Personnel:

Principal: \$165

Sr. Engineer: \$165

Staff Geologist: \$121

(Prevailing Wage Rates AQQIII to Following):

Technician Group 1 • Soil/ Concrete: \$97.70

Technician Group 2 • PW Insp. / Batch Plant / Special Inspector: \$95.70

Technician Group 3 • Nondestructive Testing: \$102.70

Test:

4" Curb • Max Density: \$175

6" Curb • Max Density: \$195

Soil:

Sand Equivalent: \$95

Sieve Analysis: \$105

Passing 200 Wash: \$65

Sieve with Hydrometer Analysis: \$160

R Value: \$270

El • Expansion Index: \$130

SlurrySeal:

Wet Track Abrasion Test: \$70

Asphalt:

L TMD • Bulk Max Density 308: \$200

Theoretical Max Specific Gravity 309: \$105

Extraction & Gradation: \$150

Stable Meter-S Value: \$140

Ignition Oven Value: \$120

\$1,117 per mix, \$270/sample

Hamner Jewell & Associates

Managing Senior Associate	\$225 an hour
Legal Support *	\$225 an hour*
Senior Associate II/Project Manager	\$160 an hour
Senior Right of Way Associate I	\$130 an hour
Right of Way Associates II	\$110 an hour
Right of Way Associates I	\$95 an hour
Project Coordinator/Quality Control	\$95 an hour
Transaction and Escrow Coordinators	\$75 an hour
Assistances/Clerical Support	\$40 an hour

Jordan Gilbert & Bain

Principal Landscape Architect	\$145.00/hr.
Associate Landscape Architect	\$120.00/hr.
Drafter / CAD	\$90.00/hr.
Certified Arborist	\$100.00/hr.
Clerical	\$45.00/hr.

Black & Veatch

Project Director/VP	285.00
Project Manager 3	270.00
Project Manager 2	235.00
Project Manager 1	210.00
Engineer 7	231.00
Engineer 6	215.00
Engineer 5	190.00
Engineer 4	168.00
Engineer 3	147.00
Engineer 2	131.00
Engineer 1	121.00
Engr Intern	75.00
Cost Estimator	158.00
Engr Technician 6	140.00
Engr Technician 5	130.00
Engr Technician 4	120.00
Engr Technician 3	105.00
Engr Technician 2	95.00
Sr. Field Engineer	150.00
Field Engineer	130.00
CAD Manager*	165.00
CAD Operator 3	125.00
CAD Operator 2	105.00

CORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

DE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

City of Insurance Compliance

Reference No. _____

P.O. Box 100085 - OX

Northridge, GA 30096

Email: cityofoxnard@ebix.com

Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**OTOMOBILE LIABILITY SPECIAL ENDORSEMENT
OR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

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

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits

☐ In Addition to Limits

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

_____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and services performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) services leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. Inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage afforded to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attention: Insurance Compliance

Reference No. _____

P.O. Box 100085 - OX

Atlanta, GA 30096

Email: cityofoxnard@ebix.com

Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

(This page is intentionally blank.)



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11.**

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approval of Third Amendment to Agreement No. A-8231 with M6 Consulting for Engineering, Professional, and Technical Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8231 with M6 Consulting to:

- (1) Expand the Scope of Services to include engineering and other technical services;
- (2) Extend the agreement term to February 28, 2021; and
- (3) Increase the value of the Agreement from \$200,000 to \$450,000 for ongoing services.

BACKGROUND

In March 2018, the City entered into Agreement 8231-18-PW with M6 Consulting for professional services and technical assistance for services related to the Groundwater Sustainability Plan (GSP) provided by the Fox Canyon Groundwater Management Agency (GMA) and providing non-engineering consulting services regarding the GSP. In addition, M6 Consulting has assisted in grant writing related to the Hazard Mitigation Grant Program and Engineering Services.

DISCUSSION

M6 Consultants currently provides various services to the City. The Third Amendment to Agreement A-8231 with M6 is to provide additional services as-needed to meet the needs of the Public Works Department, including but not limited to grant writing and funding applications, project and program management, permitting, floodplain management, and other engineering and technical services.

Agreement A-8321 was approved in July of 2018 in the amount not to exceed \$175,000. A first amendment was approved in March of 2019 extending the agreement to April 1, 2020. A second amendment was approved in May of 2019 for a new not to exceed amount of \$200,000. The Third amendment extends the agreement to February of 2021, with a new not to exceed amount of \$450,000.

With the assistance of M6, the City has had nearly \$8.4 million in Hazard Mitigation Grant Program project sub applications forwarded by Cal OES to FEMA for final review and approval. These grant applications, if awarded, will help the City mitigate and prepare for future disasters related to multiple hazards, including seismic, flood, and fire. Hazard Mitigation Grant Program sub application preparation is time intensive and exceeds the capacity of current City staffing levels.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Each division within Public Works provides funding for this work within their annual budgets based on needs. The contract will be utilized based upon task orders issued and available funding of the relevant divisions of the Public Works Department.

COMMITTEE OUTCOME

This item did not originate at Committee.

Prepared by: Hoon Hahn, City Engineer

ATTACHMENTS

1. M6 Agreement No. 8231-18-PW Second Amendment
2. M6 Agreement No. 8231-18-PW First Amendment
3. Agreement 8231-18-PW (A3)

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 10, 2018, and by a First Amendment on March 18, 2019, by City and Consultant.

City and Consultant agree as follows:

1. Section 1 of the Agreement (Scope of Services) is deleted in its entirety and replaced with the following:

"Consultant shall furnish City with professional consulting services including reviewing drafts of the Groundwater Sustainability Plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"), attending various GMA meetings regarding the GSP, non-engineering consulting services regarding the GSP, project/program management, capital project development and design management, project funding/financing (application, coordination, funding documentation and reimbursement requests), City engineering and extension of staff services, bid period services (bid package preparation, bidder communication, bid analysis and summary staff reports and recommendations.), interagency coordination and permitting, utility coordination, communication and permitting, grant writing and funding applications, public outreach and project presentations to City staff, Council and Commissions, floodplain management and FEMA coordination, disabled accessibility assessments for City buildings and facilities, program and ordinance development, policy and procedure development, staff training and any other professional services offered by Consultant. These services shall be provided through various task orders issued in writing by City management. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control."

2. In Section 12 of the Agreement, the date "April 1, 2020," is hereby replaced with the date, "October 31, 2020."
3. In Section 14a. of the Agreement (Compensation), the not to exceed amount is hereby changed to "\$200,000," and "Exhibit A" is replaced by "Exhibit A-1."
4. Exhibit A (Compensation Rates) is deleted in its entirety and replaced by Exhibit A-1.

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


M6 CONSULTING, INC.

☐ Tim Flynn, Mayor¹ _____ Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

 _____ 5/14/2019
Robert Woodward, CEO Date

 _____ 5/14/19
Masoud Mahmoud, CFO Date

APPROVED AS TO FORM:

 _____ 5/14/19
Stephen M. Fischer, City Attorney (always required) Date

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

**EXHIBIT A-1
COMPENSATION RATES**

Hourly Public Works Services

Project Manager	\$165.00
Project Director	\$195.00
Project Engineer	\$150.00
Project Designer	\$120.00
CAD Drafter	\$110.00
Hydrology/Hydraulic Engineer	\$165.00
Structural Engineer	\$165.00
Construction Manager	\$150.00
Inspector	\$115.00
Map Review/City Surveyor	\$185.00
1 Man Survey Crew	\$205.00
2 Man Survey Crew	\$250.00
Minimum Survey Trip Charge	\$750.00
Office Survey/Mapping	\$165.00
Soils/Geotechnical Engineer	\$175.00
Principal Engineer	\$225.00

Rates are increased by a factor of 1.5 times for overtime, and for holiday or weekend assignments. All rates are subject to a 2% annual increase on January 1st of each year of the contract.

Miscellaneous Charges

Administration/Tech Aide	\$64.00
Direct Costs	cost +15%
Outside Reproduction	cost +15%
Materials and Expenses	cost +15%
Mileages (portal to portal)	\$.54/mile

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18 day of March, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "April 1, 2019," is hereby replaced with the date, "April 1, 2020."


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

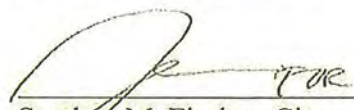
M6 CONSULTING, INC.

 3.18.19
☐ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

 2/20/2019
 Robert Woodward, CEO Date

 2/28/19
 Masoud Mahmoud, CFO Date

APPROVED AS TO FORM:

 2/28/19
 Stephen M. Fischer, City Attorney (always required) Date

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

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Second Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and M6 Consulting, Inc. (“Consultant”). This Third Amendment amends the Agreement entered into on July 10, 2018, by a First Amendment on March 18, 2019, and by a Second Amendment on May 21, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date “October 31, 2020,” is hereby deleted and replaced with the date, “February 28, 2021.”
2. In Section 14a of the Agreement, the not to exceed amount of “\$200,000” is hereby deleted and replaced with “\$450,000.”

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

M6 CONSULTING, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

Robert Woodward, CEO _____ Date _____

Masoud Mahmoud, CFO _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

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

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approval of Third Amendment to Agreement No. A-8102 with Interwest Consulting Group, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8102 with Interwest Consulting Group, Inc. to:

- (1) Extend the Agreement term to June 30, 2020 and
- (2) Increase the value of the Agreement from \$239,920 to \$419,920 for ongoing services.

BACKGROUND

In 2018, the Public Works Department entered into the Agreement with Interwest to support the Transportation Division (Division) with ongoing and future transportation and traffic-related projects. Interwest specializes in transportation engineering and infrastructure and provides professional engineering and design staff to the private and public sector. The City Manager approved the Negotiated Agreement in September 2018.

Costs for Interwest services from August 2018 to February 2019 were estimated to be \$160,000. In February 2019, a First Amendment extended the Agreement to March 31, 2019. In April 2019, City Council approved a Second Amendment, extending the Agreement to June 30, 2019 and increasing the Agreement value to \$239,920 to cover costs through the end of the 2018-19 Fiscal Year. The Third Amendment will extend the services through June 30, 2020, and increase the contract value to \$419,920.

DISCUSSION

Interwest specializes in and provides specific transportation related services which includes; collecting and analyzing data for 311 Traffic Requests, engineering mitigation measures such as traffic sign installations and revising traffic signal timing, revising traffic markings and striping, and monitoring signalized intersections. In addition, Interwest provides assistance in reviewing resurfacing plans, reviewing traffic control plans, preparing work orders, customer service and field investigations.

Interwest's services provide the Public Works Department with long-term project development, accurate traffic system forecasting, public projects bidding specifications and traffic signal timing sheets for new intersections.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The Fiscal Year 2019-20 budget for General Fund Public Works Transportation professional services (Account 101-3102-803.82-09) is proposed to be \$200K which will be sufficient to fund \$180,000 increase requested for services thru June 30, 2020 for this Agreement.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. A-8102 Third Amendment
2. A-8102 Second Amendment
3. A-8102 First Amendment
4. Agreement A-8102 (Interwest)

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Interwest Consulting Group, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on August 27, 2018, by a First Amendment on February 14, 2019, and by a Second Amendment on April 2, 2019, by City and Consultant

City and Consultant agree as follows:

1. In Section 5 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Agreement Ending Date: June 30, 2020."
2. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Total Agreement Amount: \$419,920."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

INTERWEST CONSULTING GROUP, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

Terry Rodrigue, President, PE, TE² _____ Date _____

Debra Thorson, CFO _____ Date _____

ATTEST:

Michelle Ascencion, _____ Date _____
City Clerk (only of Mayor signs)

APPROVED AS TO FORM:

 _____
Stephen M. Fischer, City Attorney _____ Date 5/22/19
(always required)

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

² The City requires the following for any contract:

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

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

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of April, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Interwest Consulting Group, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on August 27, 2018, and by a First Amendment, on February 14, 2019, by City and Consultant.

City and Consultant agree as follows:

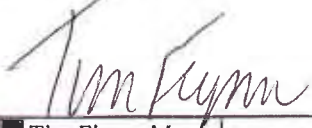
1. In Section 5 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Agreement Ending Date: June 30, 2019."
2. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Total Agreement Amount: \$239,920."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]




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

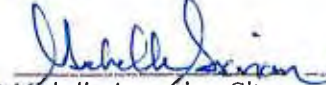
CITY OF OXNARD


☒ Tim Flynn, Mayor¹ Date 4/2/19
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

INTERWEST CONSULTING GROUP, INC.


 Terry Rodriguez, President, PE, TE² Date 3/19/19

 Debra Thorson, CFO Date 3/19/19

ATTEST:


 Michelle Ascencion, City Clerk (only if Mayor signs) Date 4/3/19

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney. Date 3/15/19
 (always required)

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

² The City requires the following for any contract:

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

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

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 14 day of February, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Interwest Consulting Group, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on August 27, 2018, by City and Consultant.

City and Consultant agree as follows:

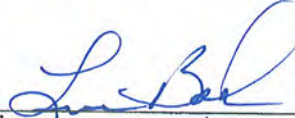
1. In Section 5 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Agreement Ending Date: March 31, 2019."
2. As so amended, the Agreement remains in full force and effect.

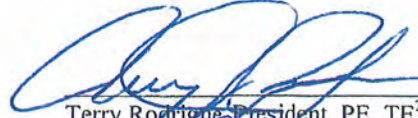
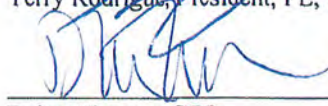
[Signatures on next page]

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


CITY OF OXNARD

INTERWEST CONSULTING GROUP, INC.


☐ Tim Flynn, Mayor¹ 2.14.19 Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager
☐ _____, Buyer


 Terry Rodriguez, President, PE, TE² 2/4/19 Date

 Debra Thorson, CFO 2/4/19 Date

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney 11/30/19 Date
 (always required)

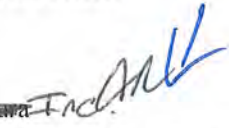
¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to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

² The City requires the following for any contract:

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: August 27, 2018
- (2) Consultant: Interwest Consulting Group ~~Ventura~~ *Inc.* 
- (3) Services: Provide design, project management, and other traffic engineering-related services.
- (4) Schedule of Services: Services shall be provided as needed in accordance with the Public Works Director's written task orders.
- (5) Agreement Ending Date: February 7, 2019
- (6) Total Agreement Amount: \$160,000
- (7) City's Project Manager: Rosemarie Gaglione
- (8) Consultant's Project Manager: Nicole Jules
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

9519 Chamberlain Street
Ventura, CA 93004
Attn: Nicole Jules,
Director of Traffic Engineering Services

FOR CITY:

305 W. Third St.--3rd Floor
Oxnard, CA 93030
Attn: Rosemarie Gaglione, Public Works Director

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

njules@interwestgrp.com

CITY'S PROJECT MANAGER:

rosemarie.gaglione@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City.

Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall,

at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

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


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


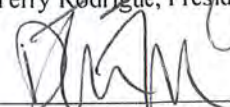
[Signatures on next page]

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

CITY OF OXNARD

INTERWEST CONSULTING GROUP VENTURA


for  9/13/18
☐ Tim Flynn, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent

 9/5/18
Terry Rodriguez, President, PE, TE Date
 9/5/18
Debra Thorson, CFO Date

ATTEST:

N/A
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 9/11/18
Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Upon a written request from the City, Consultant shall provide traffic engineering and transportation management services, including but not limited to:

- Provide a Traffic Engineer licensed by the State of California to supplement the efforts of staff on a daily basis;
- Provide guidance on day to day transportation and traffic operations which may include the preparation of signal timing sheets;
- Review and prepare or oversee the preparation of striping plans;
- Participate in the planning and implementation of current and upcoming capital projects scheduled in the CIP;
- Assist in the preparation of the CIP update;
- Provide guidance to the traffic signal technicians;
- Assist in the preparation of staff reports and technical documents;
- Assist in the preparation of grant applications;
- Provide guidance and mentoring to staff;
- May assist in design and project management; and
- All related or appurtenant services thereto.

All work shall be performed in accordance with all local, State and federal laws and guidelines and best practices of the engineering profession.

RATES AND COSTS EXHIBIT

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly, in this case on July 1, 2019, and may be subject to revision unless under specific contract obligations. In addition, there is no charge for shipping, supply or material costs.

CLASSIFICATION	HOURLY BILLING RATE
Principal in Charge	\$175
Project Manager	\$160
Traffic Engineer	\$150
Senior Engineer/Plan Review Engineer	\$150
Engineering Associate III	\$125
Engineering Associate II	\$115
Engineering Associate I	\$105
Overtime, Night & Weekend Work	140% of the rates listed above

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

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits						
Telephone:	<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)						
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS						
TYPE OF INSURANCE							
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input type="checkbox"/> Occurrence		OTHER PROVISIONS					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <th style="padding: 5px;">EACH OCCURRENCE</th> <th style="padding: 5px;">AGGREGATE</th> </tr> <tr style="height: 100px;"> <td></td> <td></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____
EACH OCCURRENCE	AGGREGATE						
<input type="checkbox"/> GENERAL <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL & ADVERTISING INJURY <input type="checkbox"/> FIRE DAMAGE <input type="checkbox"/> _____ <input type="checkbox"/> _____							
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:</p> <ol style="list-style-type: none"> INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: <ol style="list-style-type: none"> Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or If excess, affords coverage which is at least as broad as the primary insurance form CG0001. <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed: _____					

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2018

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

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

PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood CO 80155		CONTACT NAME: Kathy Star PHONE (A/C, No, Ext): 800-873-8500 FAX (A/C, No): E-MAIL ADDRESS:															
INSURED Interwest Consulting Group, Inc. P.O. Box 18330 Boulder CO 80308		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER B : Travelers Indemnity Company of CT</td><td>25682</td></tr><tr><td>INSURER C : Travelers Property Cas. Co. of Amer</td><td>25674</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : XL Specialty Insurance Company	37885	INSURER B : Travelers Indemnity Company of CT	25682	INSURER C : Travelers Property Cas. Co. of Amer	25674	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 1605353727

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6806H441235	11/14/2017	11/14/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA0J093233	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUP2F178249	11/14/2017	11/14/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB8J034006	11/14/2017	11/14/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Pollution Liab Included Claims Made	Y		DPR9919387	11/14/2017	11/14/2018	Per Claim \$2,000,000 Annual Aggregate \$5,000,000

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured's under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard P.O. Box 100085 - OX Duluth GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED Interwest Consulting Group, Inc. P.O. Box 18330 Boulder CO 80308
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. in the performance of your ongoing operations;
- b. in connection with premises owned by or rented to you; or
- c. in connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions A. - T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the PROVISIONS of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Broadened Named Insured</p> <p>B. Incidental Medical Malpractice</p> <p>C. Reasonable Force - Bodily Injury Or Property Damage</p> <p>D. Non-Owned Watercraft - Increased To Up To 75 feet</p> <p>E. Aircraft Chartered With Crew</p> <p>F. Extension Of Coverage - Damage To Premises Rented To You</p> <p>G. Malicious Prosecution - Exception To Knowing Violation Of Rights Of Another Exclusion</p> <p>H. Medical Payments Limit</p> <p>I. Increased Supplementary Payments</p> <p>J. Additional Insured - Owner, Manager Or Lessor Of Premises</p> <p>K. Additional Insured - Lessor Of Leased Equipment</p> <p>L. Additional Insured - State Or Political Subdivisions - Permits Relating To Premises</p> <p>M. Additional Insured - State Or Political Subdivisions - Permits Relating To Operations</p> | <p>N. Additional Insured - Architect, Engineer Or Surveyor</p> <p>O. Who Is An Insured - Newly Acquired Or Formed Organizations</p> <p>P. Who Is An Insured - Unnamed Partnership Or Joint Venture - Excess</p> <p>Q. Per Project General Aggregate Limit</p> <p>R. Knowledge And Notice Of Occurrence Or Offense</p> <p>S. Unintentional Omission</p> <p>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</p> <p>U. Amended Bodily Injury Definition</p> <p>V. Amended Insured Contract Definition - Railroad Easement</p> <p>W. Amended Property Damage Definition - Tangible Property</p> <p>X. Additional Definition - Contract or Agreement Requiring Insurance</p> |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of COVERAGE A BODILY

COMMERCIAL GENERAL LIABILITY

INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:

- a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

- 3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you**
- 4. The following exclusion is added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I):**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

- 5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.**

C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I) is deleted and replaced by the following

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

- 1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I) is deleted and replaced by the following:**

(2) A watercraft you do not own that is.

(a) Less than 75 feet long; and

(b) Not being used to carry persons or property for a charge;

- 2. Only as respects the insurance provided by this Provision D., WHO IS AN INSURED (Section II) is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.**
- 3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.**

E. AIRCRAFT CHARTERED WITH CREW

- 1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES** (Section I) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner caused by:

- a. Fire
- b. Explosion
- c. Lightning
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE** (Section III)

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of **LIMITS OF INSURANCE** (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning, smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water; or any combination of any of these causes

The Damage To Premises Rented To You Limit will be the higher of.

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS** (Section V) is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire, explosion, lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES** (Section I) is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the Knowing Violation Of Rights Of Another Exclusion in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B in COVERAGES (Section I) are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

(2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

(3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less, and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products - completed operations hazard".

N. ADDITIONAL INSURED - ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED - UNNAMED PARTNERSHIP OR JOINT VENTURE - EXCESS

1. The last paragraph of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
 - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to LIMITS OF INSURANCE (Section III):

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2, Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION -- RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in DEFINITIONS (Section V) is deleted and replaced by the following:

c. Any easement or license agreement,

2. Subparagraph 1.(1) of the definition of "insured contract" in DEFINITIONS (Section V) is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION -- TANGIBLE PROPERTY

The definition of "property damage" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to SECTION V – DEFINITIONS:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I - COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss", or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.1.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted

I. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured", and

(2) In or on your covered "auto".

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

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB8J034006

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3 . % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

**ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement Effective
Insured**

Policy No.

**Endorsement No
Premium**

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

POLICY NUMBER: 680-68441235

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal: 30

**PERSON OR
ORGANIZATION:**

**ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:**

- 1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF
THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND**
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN
IN THIS SCHEDULE.**

ADDRESS:

**THE ADDRESS FOR THAT PERSON OR ORGANIZ-
ATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.**

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.13.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Agreement No. 8125 with Pacific Coast Land Design, Inc. for performing community engagement and design work for the La Colonia Green Alleys Project.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute an Agreement (A-8125) with Pacific Coast Land Design, Inc. in the amount of \$244,252.30 to perform community engagement and design work for the La Colonia Green Alleys Project. (Public Works and Transportation Committee approved 3-0.)

BACKGROUND

The Public Works Department submitted a grant application to the California Natural Resources Agency Urban Greening Grant Program on May 1, 2017. The application requested funding to implement the La Colonia Green Alleys Project, with the goal of transforming existing public land into productive and multifunctional green spaces that offer walkable and bikeable routes for residents through safer and improved corridors. The project was selected for funding and the grant agreement was executed by the California Natural Resources Agency on March 15, 2018, after being approved by City Council at the March 6, 2018 Council meeting. The current phase of the project involves engaging the community in the design of the green alley project, and the subsequent completion of the final design.

DISCUSSION

The La Colonia Green Alleys Project is based on the foundational work completed in 2015 with the City of Oxnard Green Alleys Plan. The overall goal of the Green Alleys Plan is to transform existing public land into productive and multifunctional green spaces that offer walkable and bikeable routes for residents through safer and beautified corridors.

The La Colonia Green Alleys Project will implement initial components of the Oxnard Green Alleys Plan, including linking bicycle and pedestrian routes in order to provide the residents of the La Colonia neighborhood with improved alternative transportation access to downtown Oxnard and to Cesar Chavez and Ramona schools. The proposed project will also have an east-west green alley corridor that will lead to Ramona and Cesar Chavez schools from Garfield Avenue. The project includes green infrastructure elements, including permeable surfaces, bioswales, and trees, in order to capture stormwater and prevent pollution to the 6 city's waterways and the ocean.

Through a formal Request for Proposals process, Pacific Coast Land Design, Inc. was selected as the preferred vendor to perform these services. The agreement involves preliminary analysis of the project, multiple staff meetings, coordination with the City's project team, community engagement with stakeholders including the residents of the La Colonia neighborhood, the coordination of Oxnard City Corps to gather youth input during the design process, design development and construction document creation, and design support during the construction phases.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

The State grant funds are available in FY 2018-2019 Fund 219 State/ Local Multi-Year Grants account 219- 3125- 803.82-09 to cover the cost of the project design. Existing City staff resources utilized to support the design project will be tracked as matching funds for the grant.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eric Humel, Sustainability Coordinator

ATTACHMENTS

1. Pacific Coast Land Design - Agreement No. 8125

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: June 4, 2019
- (2) Consultant: Pacific Coast Land Design, Inc.
- (3) Services: La Colonia Green Alleys Project
- (4) Schedule of Services: Schedule of Services Exhibit-C
- (5) Agreement Ending Date: March 20, 2021
- (6) Total Agreement Amount: \$244,252.30
- (7) City's Project Manager: Eric Humel, Interim Project Manager
- (8) Consultant's Project Manager: Mike Zielsdorf, Principal
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|--|--|
| <i>FOR CONSULTANT:</i>

3639 Harbor Blvd, Suite #107
Ventura, CA 93001
Attn: Mike Zielsdorf, Principal | <i>FOR CITY:</i>

305 W. 3 rd Street, East Wing, 3 rd Floor
Oxnard, CA 93030
Attn: Eric Humel, Interim Project Manager |
|--|--|
- (11) Contact Emails:
- | | |
|--|---|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>

mike@pc-ld.com | <i>CITY'S PROJECT MANAGER:</i>

eric.humel@oxnard.org |
|--|---|

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

- ☒ Scope of Services Exhibit-A
- ☒ Grant Agreement Exhibit-A-1
- ☒ Rates and Costs Exhibit-B
- ☒ Schedule of Services Exhibit-C
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

c. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

18. Documents and Materials.

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

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

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

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

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

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

19. Confidentiality of Information.

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

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

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

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

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

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

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

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

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

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

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

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

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

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

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

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

[Signatures on Next Page]

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

CITY OF OXNARD

PACIFIC COAST LAND DESIGN, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 Mike Zielsdorf, Principal ² _____ Date

 Eugene Roberts, Principal _____ Date

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT A

I PROJECT DESCRIPTION

The Consultant shall provide comprehensive Public Outreach and Design Services for the successful implementation of the La Colonia Green Alleys Project.

Consultant understands that the intention of this project is to install safe Bicycle Boulevards and green infrastructure within two (2) neighborhood alleys. The City intends to improve both Garfield Alley and the east/west connector north of Cooper. The pedestrian and bicycle focused improvements will better connect residents with downtown Oxnard City services as well as key neighborhood destinations such as Cesar Chavez and Ramona Elementary Schools, the Camino del Sol Community Garden, the La Colonia boxing gym and the multiuse path along Oxnard Boulevard connecting residents to Pacifica High School.

The City's already completed *Green Alleys Plan* establishes strong standards for design treatments within the alleys with a focus on enhancing pedestrian mobility and improving safety within the alleys while incorporating low impact development (LID) solutions to manage on-site stormwater. Using the *Green Alleys Plan* as a guide, Garfield Alley will be developed with improvements drawn from the Connections Typology. In addition to upgraded paved surfaces, lighting and landscaping where possible, the Consultant shall explore the feasibility of upgraded pedestrian safety elements such as mid-block crossings, raised crosswalks, curb extensions, bike-use striping and wayfinding signage to enhance connectivity through the neighborhood. The east/west alley will draw on the Commercial Typology, including many of the Connections-focused improvements above while also developing the connecting spaces between the alley edge and commercial properties to facilitate expanded community use.

Task 1: Project Management

Task 2: Preliminary Investigations

Task 3: Community Engagement

Task 4: Schematic Design

Task 5: Design Development

Task 6: Final PS & E

Task 7: Construction Support

The Consultant shall explore options for pedestrian and bicycle upgrades through Task 4 Schematic Design. This may include treatments within the street Right of Way (ROW) such as driveway conforms, and pedestrian access ramps needed at the alley to street intersection. It is understood that all proposed alley improvements will be contained within the City ROW design. Improvements on private property are not a part of this contract. Additionally, there are many locations where private property owners have captured city-owned ROW inside the fenced private yards. In these instances, the Consultant shall limit design work to the backs of existing walks or alley edges. Street improvements, such as modified curb and gutter alignments, or widened sidewalks on City streets, are not a consideration based on City direction and not included as part of the Plan Specification and Estimate (PS&E) design effort according to Task 4 Schematic Design. The Americans with Disabilities Act (ADA) compliant improvements are limited to the alleys and City owned ROW, where space currently exists to provide said improvements. Several existing sidewalks appear to be out of compliance with ADA due to narrow width. Complete design and reconstruction of widened ADA compliant sidewalks, between alley intersections and the nearest striped City crosswalks, are not part of this project.

II. SCOPE OF WORK

Task 1: Project Management

The Consultant shall provide professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work

1.1 Project Management

1.1.1 QA/QC

- Consultant shall be the primary QA/QC lead with project submittals reviewed and corrected internally one week prior to formal submittal to the City

1.1.2 Project Schedule Updates

- Consultant shall update the Project Schedule for City review and coordination

1.2 Meetings

1.2.1 Project Team Coordination Meetings (4)

- Team members shall attend Project coordination meetings as listed in Exhibit B. Includes meeting minutes

Task 2: Preliminary Investigations

The Consultant shall review and assess existing data and reports relative to the project such as the Green Alleys Plan and all other Regulatory and code permitting requirements. Following review of the relevant background data; the Consultant shall conduct site visits and investigations to define existing conditions

2.1 Investigations and Reports

2.1.1 Review and assess Existing Data, Reports, Regulatory and Permitting Requirements

2.1.2 *CEQA Compliance*

- Rincon Consultants (Rincon) will prepare a brief letter memorandum to document the results of the California Natural Resources Agency filed Notice of Exemption (NOE) for the project (State Clearinghouse #2018068072)

2.1.3 Bicycle and Pedestrian Counts

- During the development of the conceptual design, Traffic Counts in up to five (5) locations will be conducted based on the recommendations of the Consultant and City Staff. Tentative locations include: Third Street, Cooper at Garfield/Roosevelt Ave, Juanita Ave and Camino Del Sol
*Consultant understands that the cost for this item is not included in the contract price and will be paid directly to National Data & Surveying Services by the City of Oxnard separate from this agreement

2.1.4 Site Survey

- Along with the City Atlas Maps, record utility maps will be requested through US Dig Alert and compiled onto a base map. Once the existing utility base map is compiled, a detailed survey will be performed to confirm utility surface features with the record drawings. Encompass Consulting Group (ECG) shall perform the field survey along the proposed alley and bike lane alignments. Critical surface features such as existing utilities, manholes, catch basins, power poles, driveways, doorways, access points and ADA access ramps will be gathered and incorporated onto the design base map

2.1.5 Site Context Analysis Diagrams

2.1.6 Geotechnical Investigation, Including Soil Analysis (Optional – as needed)

- Earthsystems shall drill four (4) sets of two (2) small diameter borings for use in infiltration testing in accordance with County of Ventura guidelines. The borings shall be located in areas designated by the City and Consultant where Best Management Practice (BMP) devices are proposed. In each of the four (4) areas, one (1) boring shall be drilled to the approx. depth of the proposed device (i.e. about three (3) feet), and one (1) shall be drilled to a depth of eleven (11) feet below the bottom of the device, as per standard guidelines. Samples shall be taken from the borings for R-value testing, for landscape soil analysis testing and as deemed necessary to comply with jurisdictional requirements for infiltration testing

2.2 Meetings

2.2.1 Project Kick-off Coordination Meeting with City Project Team

Task 3: Community Engagement

Consultant expects to collaborate closely with City staff, stakeholders and the community. Consultant shall conduct the outreach effort in tandem with City Staff, Oxnard City Corps and the La Colonia Community Council

3.1 Meetings

- 3.1.1 Stakeholder and City Corps Coordination Meeting
 - See 4.2 Prepare Design Alternatives
- 3.1.2 Public Workshop with Stations
 - See 4.2 Prepare Design Alternatives
- 3.1.3 Public Presentation of Design Workshop findings and Design Alternatives
 - See 4.2 Prepare Design Alternatives
- 3.1.4 Public Hearing with DAC / Oxnard Planning
 - See 5.1 50% Design Development

3.2 Private Property Alley Improvement Handout

- 3.2.1 Flyer / handout with recommended private property design solutions for Green Alleys Typologies
 - Separate from other project design deliverables

Task 4: Schematic Design

The Consultant shall generate a refined site design for the project. The Consultant expects to develop design study area alternatives to balance the expected Grant funded facilities while meeting the project budget.

4.1 Prepare Design Studies

Consultant's Civil and Traffic Engineers shall prepare studies to determine feasibility of mitigations and improvements

4.1.1 Traffic Memorandum

- The traffic memorandum shall provide a basis for traffic safety improvements associated with pedestrian and bicycle treatments for up to two (2) design study alternatives. The selected alternative will be refined to a final Schematic Design

4.1.2 Identify locations and Feasibility of Stormwater Practices

4.2 Prepare Design Alternatives

Design alternatives shall be explored in the Schematic Design phase, and shall include the following deliverables

4.2.1 Schematic Design Plans

4.2.2 Schematic Design Perspective Renderings

4.2.3 Schematic Design Section Graphics

4.2.4 Schematic Design Cost Estimate

4.3 Meetings

4.3.1 Site Visit and Schematic Design Kick-off Meeting with City Project Team

4.3.2 Schematic Design Review with City Project Team

4.3.3 Final Schematic Design Alternative Selection Meeting with City Project Team

Task 5: Design Development

Upon City Project Team's written approval and acceptance of the Schematic Design and cost, Consultant shall commence with Design Development. The Consultant shall refine the selected Schematic Design and identify all key construction systems, materials and critical coordination issues while initiating the PS&E process

5.1 50% Design Development (30% Construction Documents)

5.1.1 50% Design Development Plans

5.1.2 50% Design Development Details

5.1.3 50% Design Development Cost Estimate

5.2 100% Design Development (70% Construction Documents)

5.2.1 100% Design Development Plans

5.2.2 100% Design Development Details

5.2.3 100% Design Development Outline Specifications

5.2.4 100% Design Development Cost Estimate

5.3 Meetings

5.3.1 Design Development Initiation Workshop with City Project Team

5.3.2 50% Design Development Review with City Project Team

5.3.3 100% Design Development Review with City Project Team

5.4 CEQA

If the NOE is determined to insufficiently cover the complete scope of the project, Rincon shall describe inadequacies and the additional environmental review that must be completed. Rincon's scope of work does not include completing additional environmental review, should the current NOE be determined inadequate. Completing additional environmental review can be added to Rincon's scope of work on request for an additional cost.

5.4.1 Provide information necessary for preparation of an initial study

5.4.2 Provide information necessary for preparation of an environmental impact report (EIR) or negative declaration

5.4.3 Prepare CEQA documentation

Task 6: Final PS&E

Package includes items and services below. Plans, specifications, details and cost estimates to be submitted to the City for review at each sub-task.

6.1 90% Construction Documents

6.1.1 90% Construction Document Plans

6.1.2 90% Construction Document Details

6.1.3 90% Construction Document Specifications

6.1.4 90% Construction Document Cost Estimate

6.2 95% Construction Design California Natural Resources Agency Review

6.2.1 95% Construction Document Set

6.3 100% Construction Documents

6.3.1 100% Construction Document Plans

6.3.2 100% Construction Document Details

6.3.3 100% Construction Document Specifications

6.3.4 100% Construction Document Cost Estimate

Task 7: Construction Support

Consultant and ECG shall provide design services during construction in support of the City's Construction Manager. Consultant shall visit the site to familiarize themselves generally with the progress and quality of construction and determine in general if the construction is proceeding in accordance with project design intent and construction documents. Consultant shall keep the City informed of the progress of construction and may recommend to the City the rejection of work failing to conform to the contract documents. All construction phase services provided will be billed at regular office rates not to exceed the lump-sum total listed for Task 7.

Should additional Construction Administration Hourly services be required, they will first be authorized by the City Project Manager.

7.1 Construction Administration

7.1.1 Respond to RFIs

7.1.2 Site Observation Reports

7.1.3 Review Construction Contractor Submittals and Shop Drawings for Technical Compliance

7.1.4 Evaluate Change Orders

7.1.5 Evaluate Contractor's Claims and Make Recommendations for Resolution

7.2 Meetings

7.2.1 Site Visit / Construction Observation Meetings (4) at City Project Manager's discretion, may include:

- Orientation, pre-construction meeting, assist with layout of hardscape elements, irrigation, nursesey visit, planting, approval to begin maintenance period, acceptance of maintenance period, punch list completion
- Additional Site Visits / Construction Observation Meetings will be provided as additional services

GRANT AGREEMENT EXHIBIT A1

Urban Greening Grant Program Senate Bill (SB) 859- Greenhouse Gas Reduction Fund

Grantee Name: City of Oxnard

Project Title: Oxnard La Colonia Green Alleys Project

Agreement Number: U29123-0

Project Location: Garfield Alley from Camino Del Sol to Third Street and East/West Alley
from Garfield Alley to Juanita Avenue

Project Scope:

A project to install safe Class III Bike Boulevard and green infrastructure within two alleys connecting Cesar Chavez and Ramona Elementary Schools; Colonia Park and downtown Oxnard.

Project components in Garfield Alley from Camino Del Sol to Third Street include:

- Planting approximately:
 - 22 drought-tolerant shade trees;
 - 500 drought-tolerant shrubs, bushes, grasses, ground cover or vines;
- Installing approximately:
 - 110 cubic yds. of mulch;
 - .46 miles of Class III Bike Routes within the alley;
 - 11,000 sq. ft. of concrete driveway or sidewalks;
 - 1,000 sq. ft. safety cross hatching on pavement;
 - 700 sq. ft. of elevated speed tables;
 - Nine low energy LED safety lights;
 - 23 wayfinding or traffic signs;
 - 22 tree irrigation tree bags;
- Installing irrigation for approximately 8,200 sq. ft. of plantings;
- Installing at least one:
 - water meter;
 - funding acknowledgement sign;
- Installing stormwater infiltration amenities including approximately:
 - 1,500 sq. ft. of permeable pavement;
 - 500 sq. ft. of vegetated bioswales;
- Plant establishment and stormwater monitoring period.

Project components in East/West Alley from Garfield Alley to Juanita Avenue include:

- Planting approximately:
 - 22 drought-tolerant shade trees;
 - 500 drought-tolerant shrubs, bushes, grasses, ground cover or vines;
- Installing approximately:
 - 70 cubic yds. of mulch;
 - .29 miles of Class III Bike Routes within the alley;
 - 1,000 linear ft. of curbs;
 - 1,100 sq. ft. of concrete driveway or sidewalks;
 - 1,000 sq. ft. safety cross hatching on pavement;
 - 900 sq. ft. of elevated speed tables;

- Seven low energy LED safety lights;
- 20 wayfinding or traffic signs;
- 22 tree irrigation tree bags;
- Installing at least one water meter;
- Installing irrigation for approximately 6,185 sq. ft. of plantings;
- Plant establishment period.

Project Schedule:

Activity Description	Timeline
Release RFP for design services	May 2018
Select consultant, contract execution for project design	Jul. to Aug 2018
Preliminary work; Community Workshops, to design finalization	Sept. 2018 -Mar. 2019
Submit signed and stamped environmental compliance documents to State	Mar. 2019
Submit final site design/plans/specifications to State*/**	Mar. 2019
Release RFP for Construction	Apr. 2019
Construction contract execution	May – Jun. 2019
Mobilization, construction	Jul. 2019 - Mar. 2020
Record MOUGA; Submit Project Closeout Package and Final Payment Request	Apr.2020

*A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate plantings for the area, with consideration given to carbon sequestration and plant origin (native/non-invasive). Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

**All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO) or the local agency landscape water ordinance (if as strict or stricter) and use low water, drought tolerant plantings.

RATES AND COSTS EXHIBIT B

Firm	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Reimb.	Total by Firm
Primary Consultant									
Pacific Coast Land Design (PCLD) (Landscape Arch.)	\$9,500.00	\$10,840.00	\$16,610.00	\$19,435.00	\$20,595.00	\$16,410.00	\$14,125.00		\$107,515.00
<i>PCLD Reimbursables</i>								<i>\$1,500.00</i>	\$1,500.00
Sub-Consultants									
Encompass Consultant Group (Civil)	\$2,640.00	\$24,420.00	\$680.00	\$10,590.00	\$9,665.00	\$16,645.00	\$7,750.00		\$77,457.30
Kimley-Horn and Associates, Inc. (Traffic)	\$1,800.00	\$2,700.00		\$9,500.00	\$10,100.00	\$13,100.00			\$39,804.00
Earth Systems (Geotech)		\$6,800.00							\$7,276.00
Allen Noelle Engineering (ANE) (Electrical)		\$500.00		\$2,500.00	\$3,500.00	\$2,500.00			\$9,630.00
Rincon Consultants (Environmental)		\$1,000.00							\$1,070.00
	\$14,250.80	\$48,739.40	\$17,337.60	\$43,606.30	\$45,488.55	\$50,912.15	\$22,417.50	\$1,500.00	
*Sub-Consultant fee totals include 7% mark-up. Consultant shall be responsible for payment to all Sub-Consultants as specified in Exhibit B. Additional Sub-Consultants will only be authorized with written approval from Public Works Director. *Consultant is required to itemize the number of hours on each invoice.								Grand Total	\$244,252.30

**SCHEDULE OF SERVICES
EXHIBIT C**

<u>Task</u>	<u>Task Name</u>	<u>Duration</u>	<u>Start</u>	<u>Finish</u>
2	PRELIMINARY INVESTIGATIONS	35 days	6/6/2019	7/24/2019
2.1	Review and assess existing data and reports. Regulatory/code and permitting requirements	5 days	6/6/2019	6/12/2019
2.2	CEQA Compliance	5 days	6/13/2019	6/19/2019
2.3	Geotechnical investigation, including soil analysis	10 days	6/20/2019	7/3/2019
2.4	Mapping and Utility investigation	15 days	6/20/2019	7/10/2019
2.5	Topographical mapping	15 days	6/20/2019	7/10/2019
2.6	Site Analysis and Opportunities and Constraints Mapping	10 days	7/11/2019	7/24/2019
3	COMMUNITY ENGAGEMENT	65 days	7/25/2019	10/23/2019
3.1	Creative meeting #1	1 day	7/25/2019	7/25/2019
3.2	Creative meeting #2	1 day	8/9/2019	8/9/2019
3.3	Public Workshop #1	1 day	8/19/2019	8/19/2019
3.4	Public Workshop #2	1 day	9/17/2019	9/17/2019
3.5	Workshop in a Box Collaboration	1 day	10/23/2019	10/23/2019
4	DESIGN	63 days	7/26/2019	10/22/2019
4.1	Schematic Design	37 days	7/26/2019	9/16/2019
4.1.1	Prepare Traffic Memorandum (Including Traffic Count Study)	10 days	7/26/2019	8/8/2019
4.1.2	Prepare design alternatives	10 days	7/26/2019	8/8/2019
4.1.3	Final Schematic Design	10 days	8/20/2019	9/2/2019
4.1.4	Prepare plans, specs and details	10 days	9/3/2019	9/16/2019
5.1	Design Development	25 days	9/18/2019	10/22/2019
5.1.1	Prepare Plans, specs, details and outline	25 days	9/18/2019	10/22/2019
5.1.2	Coordinate CEQA Documentation	15 days	9/18/2019	10/8/2019
6	FINAL PS&E	65 days	10/24/2019	1/22/2020
6.1	90% CDs	25 days	10/24/2019	11/27/2019
6.1.1	90% PS&E	25 days	10/24/2019	11/27/2019
6.2	95% CDs	20 days	11/28/2019	12/25/2019
6.2.1	95% PS&E	20 days	11/28/2019	12/25/2019
6.2.2	Finalize Storm Water Report	15 days	11/28/2019	12/18/2019
6.3	100% CDs	20 days	12/26/2019	1/22/2020
6.3.1	100% Design	20 days	12/26/2019	1/22/2020

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

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.14.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Agreement No. 8141 for Mandalay Bay Bridge and Edison Canal Bridge Rehabilitation Plans, Specifications & Estimate.

RECOMMENDATION

That the City Council:

1. Award and authorize the Mayor to execute Agreement No. 8141 in the amount of \$201,914 with Dokken Engineering for design of the Mandalay Bay Bridge Rehabilitation Project 133113 and Edison Canal Bridge Rehabilitation Project 133114; and
 2. Approve \$10,000 for project contingency for the Mandalay Bay Bridge Rehabilitation and \$10,191 for the Edison Canal Bridge Rehabilitation Project; and
 3. Approve an appropriation of \$13,708 from the Street Maintenance Fund (105) for the Mandalay Bay Bridge Rehabilitation (Project 133113).
- (Public Works and Transportation Committee approved 3-0.)

BACKGROUND

The Mandalay Bay Bridge and Edison Canal Bridge are located on Channel Islands Boulevard approximately 500-feet apart. Caltrans operates a federally mandated Bridge Inspection Program under the Title 23 United States Code. Following a routine inspection in 2016 by Caltrans, the bridges were determined to be in need of rehabilitation repairs including refurbishing the deck and underside, replacing hinge seals and diaphragm bolsters at the restrainers, remove rust, replace lost riprap and clean and paint seismic restraining shells at the columns.

Rehabilitation scope of work for the two bridges are similar, however Caltrans identifies and inspects each bridge separately. In an effort to provide a more efficient design, permitting and construction effort, Staff is working on the projects concurrently.

In September 2017, the City Council authorized Federal Highway Bridge Program (HBP) grant revenue Fund (275), and appropriated Transportation Development Act Fund (212), and Capital Outlay Fund (301) for Preliminary Engineering (PE) for each project. The City completed the PE phase, obtaining a federal environmental Categorical Exclusion for each bridge from Caltrans. The HBP grant funds for the PE phase will expire in June 2019, however upon completion of the Plans, Specifications & Estimate (PS&E), the City will be eligible to apply for HBP construction funding.

In April 2019, the City Council adopted the Capital Improvement Program 2019-2024, which included the Mandalay Bay Bridge Rehabilitation and Edison Canal Bridge Rehabilitation projects.

DISCUSSION

On October 25, 2018, the notice inviting request for proposals (RFP) from qualified consultants for PS&E was published, with proposals due on November 15, 2018, however the City did not receive any proposals. The deadline was extended to December 3, 2018 and the City received two proposals from Dokken Engineering and DSC Engineering. City Staff evaluated qualifications for both consultants and recommend Dokken Engineering as the most qualified firm to satisfactorily complete PS&E.

City Staff recommends that the City Council award the contract for PS&E to Dokken Engineering for \$201,913.69.

Staff also recommends a 10% contingency of \$10,000 for Mandalay Bay Bridge Project 113113, and \$10,191 for Edison Canal Bridge.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Approval of this action would require an appropriation of \$13,708 for Mandalay Bay Bridge Rehabilitation Project 133113 from of Street Maintenance Fund (105).

Purpose	Amount
Capital Outlay Fund (301)	\$ 21,296
CIP FY 19-24 Street Maintenance Fund (105)	\$ 75,000
Dokken Engineering Design Contract (8209)	\$ 100,003
Contingency (8208)	\$ 10,000
TOTAL APPROPRIATION Project 133113	\$ 13,708

The two projects were considered in the adopted Fiscal Year 2019-2024 Capital Improvement Plan, and funding will be included in the Fiscal Year 2019-2020 Annual Budget.

The estimated unaudited FY 2018/19 fund balance for the Street Maintenance Fund (105) is \$5.3 Million net of this appropriation in the amount of \$13,708 and approved FY 2020 CIP.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Project Manager

ATTACHMENTS

1. Agreement A-8141 - Dokken Engineering
2. Budget Appropriation

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation (“**City**”), and DOKKEN ENGINEERING, (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Services**” or collectively the “**Project**”). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Performing such services shall not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Debbie O’Leary, Transportation Planner (“**Manager**”), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Rob Burns, SE, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular requirements.

12. Term of Agreement

This Agreement shall begin on June 4, 2019 and expire on June 4, 2024.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$201,913.69 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not “back-charge” Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City’s invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and shall assure that its contractors and subcontractors shall be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors shall be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

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

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents shall be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (“**documents and materials**”) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City’s request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City’s sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant shall promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 in all contracts

with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records shall be maintained, and audits shall be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;

- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress shall include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof shall be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City shall rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

- a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or

cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

d. Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement shall be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

28. Successors and Assigns

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

29. Fair Employment Practices

a. All persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. During the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

35. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

36. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation [“CFR”] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [“TCEP”] Guidelines, Local Partnership Program [“LPP”] Guidelines, Solutions for Congested Corridors Program [“SCCP”] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [“PCC”] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it shall notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

43. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

44. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Dokken Engineering, 1450 Frazee Road, Suite 100, San Diego CA 92108, Attention: Rob Burns, SE, Project Manager.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

47. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures Follow on Next Page]

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

CITY OF OXNARD

DOKKEN ENGINEERING

Alexander Nguyen*, Date
City Manager

Rob Burns, SE, Date
Project Manager

APPROVED AS TO FORM:

Richard T. Liptak, PE Date
President/Principal in Charge

Stephen M. Fischer, Date
City Attorney

* The City Manager is authorized to execute this Agreement pursuant to City Council authorization on June 4, 2019.

For any contract with a corporation, the City requires the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer. If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

SCOPE OF SERVICES

A. Edison Canal Bridge Rehabilitation

SCOPE OF WORK

Dokken Engineering (Dokken) has reviewed the Scope of Work defined in Section 5.2, “Scope of Work” of the Request for Proposals (RFP) and agrees to perform all work included in the RFP. The following scope of work includes all items included in the RFP with some enhancements to further ensure project delivery.

Task 1 PROJECT MANAGEMENT

1.1 *Meetings and Coordination*

Dokken shall develop a Project Development Team (PDT), subject to City approval. Members of the PDT shall include Consultant and Subconsultants, City, and other agency representatives, as necessary.

Dokken shall schedule and conduct a kick-off meeting and monthly PDT meetings. Dokken’s environmental lead shall attend meetings with the City and/or permitting agencies as needed. Dokken shall conduct team meetings with affected agencies to review project schedules, concepts, plans, and specifications and prepare meeting minutes.

Deliverable: Meeting Materials and Meeting Minutes

1.2 *Schedule and Progress Reports*

Dokken shall prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and a schedule of completion of target dates.

Deliverable: Monthly Schedule Summaries and Progress Reports.

1.3 *Utility Coordination Support (OPTIONAL)*

If required for any recommended bridge work, Dokken shall support City Staff to coordinate the relocation of all utilities affected by the project. This includes identifying limits of relocation. This task does not include coordination with utility owners in the project vicinity or owner notification, relocation coordination and protection details.

Deliverable: Utility Coordination Support

Task 2 ENVIRONMENTAL SUPPORT

2.1 *Biological Site Visit*

Dokken’s biologist/regulatory specialist shall conduct a site visit to map the ordinary high water mark, note existing conditions, and take photographs for the permit applications.

Deliverable: Memorandum summarizing results of the biology visit

2.2 *Section 401 Water Quality Certification*

Section 401 regulates discharges of fill and dredged materials into waters of the U.S. Dokken’s environmental team shall submit the 401 application and work with the Los Angeles RWQCB to obtain a Section 401 Clean Water Certification. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 401 Water Quality Certification

2.3 *Section 1602 Streambed Alteration Agreement*

Activities that have permanent or temporary impacts to lakes, streambeds, or their associated riparian areas are regulated by the CDFW. Dokken Engineering shall coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. Dokken Engineering shall delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW for the bridge rehabilitation work. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 1602 Streambed Alteration Agreement

2.4 *United States Coast Guard – Temporary Impacts Approval*

Dokken shall coordinate with Mr. Carl Hausner with District 11 of the U.S. Coast Guard. Mr. Hausner confirmed that these bridge rehabilitations would not need a full bridge permit since there shall be no permanent horizontal or vertical change to the structures. Coast Guard approval (and input) is necessary for the temporary construction impacts on navigation. At least 30 days prior to construction, Dokken shall submit a notification to the Coast Guard that provides a description of the project and engineering details and dimensions (plan sheets + explanations) of all temporary construction work that shall affect the horizontal and vertical clearances of the bridges (e.g. any dewatering device or construction platforms). Dokken shall follow up with the Coast Guard and answer any questions.

Deliverable: Temporary Impacts Approval from United States Coast Guard

2.5 *Coastal Development Permit*

Based on a review of the City’s Coastal Zoning Ordinance and Coastal Land Use Plan, it is possible that the project could be considered exempt from the requirement for a coastal development permit as the project activities include “repair and maintenance activities”. However, since the project shall require work, including the placement of rip-rap, within 20-feet of coastal waters or streams, it may be considered “extraordinary methods of repair and maintenance” which would trigger a coastal development permit. Dokken’s environmental staff shall coordinate with the City’s Planning Division and with the Coastal Commission if necessary to secure the proper level of Coastal Development Permit and/or Exemption for the project. Any application fees are not included in our fee.

Deliverable: Coastal Development Permit or Exemption

2.6 *Focused Bat Pre-Construction Survey*

Based on a measure identified in the NEPA Categorical Exclusion for the Edison Canal Bridge, a pre-construction bat survey is required. Dokken shall secure a bat specialist to conduct a focused pre-construction bat survey to determine if bats are living (day-roosting) within the bridge and to decide if bat exclusion devices need placed prior to the rehabilitation work. We recommend this survey be conducted during the final design/permitting phase, summer 2019, (rather than 1-week prior to construction as mentioned in the NEPA document) because it shall give the City/design team adequate time to incorporate exclusion methods into the PS&E package if necessary. Also, the most appropriate time to conduct a focused bat survey is during the late spring/summer months. If bat exclusion is required, Dokken’s environmental team shall assist the City and Dokken’s design team with including the proper exclusion measures in the specifications.

Deliverable: Memorandum documenting bat survey results

2.7 *Updated Preliminary Environmental Study (PES) Forms (OPTIONAL)*

If updated PES forms are required, Dokken’s environmental staff shall support the City by putting all relevant project information into the Caltrans’ January 2019 PES form and submitting them to Caltrans. Dokken shall

conduct literature research and shall provide explanations to support the conclusions of the PES. Dokken shall coordinate with Caltrans and the City to address any questions or comments and to secure approvals on the PES forms.

Deliverable: Approved PES Forms for Mandalay Bay and Edison Canal Bridges

2.8 *Biological Memorandum for the NEPA Revalidation (OPTIONAL)*

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that a biologist visit the project site, conduct species record searches, and provide brief memorandums documenting that conditions have not changed. Dokken's biological staff shall conduct this species search and prepare a memorandum for the Mandalay Bay and Edison bridges for Caltrans. Dokken shall utilize the site visit being conducted for the permit applications to survey the site for all biological resources so an additional site visit is not required.

Deliverable: Biological Memorandums

2.9 *Hazardous Waste Memorandum for the NEPA Revalidation (OPTIONAL)*

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that an updated Environmental Data Resource (EDR) Report and field survey be conducted. Dokken's qualified staff shall order an EDR (covering both bridges), survey the sites to look for hazardous waste/materials, and prepare brief memorandums summarizing the findings.

Deliverable: Hazardous Waste Memorandums

Task 3 DESIGN PHASE

3.1 *Preliminary Engineering*

Dokken shall obtain and review available reports, maps and data from the City. Dokken shall create base plans for the bridge using record drawings obtained from the City.

Dokken shall conduct field reconnaissance to assess existing condition of the bridge and identify locations and limits of work to be completed.

Dokken shall prepare a General Plan for the required bridge work consisting of maintenance work items, limits, and locations specified in the "work recommendations" sections of the Caltrans bridge inspection reports. All rehabilitation work shall be specified using construction notes and details where necessary. This shall be submitted to the City for review and comment.

Dokken shall analyze the construction access, impacts and means and methods of construction to support the environmental permitting. Dokken shall prepare exhibits explaining construction techniques for use by the permitting agencies.

Deliverable: Bridge General Plan (1 Plan Sheet) and Environmental Exhibits.

3.2 *Deck Rehabilitation Details*

Dokken shall develop deck rehabilitation details. These details shall include; limits of methacrylate treatment and polyester concrete overlay details.

Deliverable: Deck Rehabilitation Details (1 Plan Sheets)

3.3 *Column Casing Repair Details*

Dokken shall develop details for cleaning, painting the corroded column casing. These details shall include; limits of paint removal, cleaning specifications, marine grade epoxy paint and primer details.

Deliverable: Deck Rehabilitation Details (1 Plan Sheets)

3.4 Joint Seal Replacement Details

Dokken shall develop joint seal replacement details for the 4 joints on the bridge. These details shall include saw cut depths and widths, joint seal assembly details, supplemental reinforcement and tie-in details to the existing structure and material specifications and data.

Deliverable: Joint Seal Replacement Details (3 Plan Sheet)

3.5 Riprap Repair Details

Dokken shall develop details for repairing the existing riprap that has deteriorated at the site. Details shall include; limits of riprap placement, key-in details, excavation details, bedding details and final grading.

Deliverable: Barrier Replacement Details (2 Plan Sheets)

3.6 Approach Pavement Repair Details

Projects funded through the Highway Bridge Program (HBP) are eligible for up to 400' of approach roadway work. Dokken shall develop details for pavement repair on the bridge approaches. Details shall include; typical overlay sections, dig-outs, saw cut lines, and tie-ins to existing curbs, gutters and driveways.

Deliverable: Approach Pavement Repair Plans (4 sheets)

3.7 Traffic Handling Plans

Dokken shall coordinate with traffic staff regarding allowable lane closures and working hour restrictions. Dokken shall prepare a traffic handling memorandum and traffic handling plans.

Deliverable: Traffic Handling Plans (2 sheets)

3.8 Barrier Replacement Details (OPTIONAL)

Dokken shall develop details for railing replacements along the bridge. The existing railing is substandard and has significant spalls and cracked concrete. The details shall include; concrete parapet railing layout, reinforcing details, removal limits, and bridge deck attachment details.

Deliverable: Barrier Replacement Details (3 Plan Sheets)

3.9 PS&E Submittals

Plans, specifications and estimates packages shall be prepared based on the items of work described above. The PS&E packages shall be submitted to the City for review and comment at the Draft and Final PS&E stages. Plans and Specifications shall be prepared using the current City Standards and supplemented with the current Caltrans Standards where necessary.

Construction estimate shall include total cost, as well as subtotals for each line item of work. Responses to comments received on any submittal shall be documented in a Comment Resolution Matrix and included with the subsequent submittal.

Deliverable: Draft PS&E and Comment Resolution Matrix, Final PS&E and Comment Resolution Matrix.

Task 4 BID PHASE

4.1 Bid Support

During bid phase, Dokken shall respond to bidder questions regarding PS&E. Dokken shall also assist with the preparation of addendum(s).

Deliverable: Responses to Bidder Questions, Addendums

Task 5 CONSTRUCTION SUPPORT (OPTIONAL)

It is understood that it shall be at the City's discretion to retain Dokken for construction support entailing changes to design. This project does not include any construction management, only design support. Dokken

has provided a cost estimate for each item of work described in Task 4 of the City's Request for Proposals, Task 4. It is understood that at the appropriate time a Notice to Proceed shall be executed for this phase of work:

5.1 Construction Site Meetings (OPTIONAL)

As needed, Dokken's project manager shall attend scheduled construction site meeting during the contract duration and respond to questions in the meeting. Five (5) meetings have been assumed.

Deliverable: Meeting Attendance

5.2 Shop Drawing and Submittal Review (OPTIONAL)

Dokken shall review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed.

Deliverable: Submittal Review Comments and Approvals

5.3 RFIs and CRs (OPTIONAL)

Dokken shall review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three (3) working days from the time of notice.

Deliverable: Responses to RFIs and CRs

5.4 Design Revisions (OPTIONAL)

Dokken shall review design CR and prepare new design plans as needed. Dokken shall maintain a log of all changes (either clouded or clearly described) to approved plan set.

Dokken shall assist City's project manager in review and making recommendations to Contract Change Orders (CCO). Prepare cost estimates for change order work.

Deliverable: Revised Plans and Specifications

5.5 As-Builts and Record Drawings (OPTIONAL)

Dokken shall prepare record drawings upon completion of the project and acquire the daily red lined plans from the Contractor and their Subcontractors. Final record drawings shall be both submitted in electronic files AutoCAD and PDF, and Mylar.

Deliverable: As-Built Plans (.DWG, .PDF, and Mylars)

B. Mandalay Bay Bridge Rehabilitation

SCOPE OF WORK

Dokken Engineering (Dokken) has reviewed the Scope of Work defined in Section 5.2, “Scope of Work” of the Request for Proposals (RFP) and agrees to perform all work included in the RFP. The following scope of work includes all items included in the RFP with some enhancements to further ensure project delivery.

Task 1 PROJECT MANAGEMENT

1.1 Meetings and Coordination

Dokken shall develop a Project Development Team (PDT), subject to City approval. Members of the PDT shall include Consultant and Subconsultants, City, and other agency representatives, as necessary.

Dokken shall schedule and conduct a kick-off meeting and monthly PDT meetings. Dokken’s environmental lead shall attend meetings with the City and/or permitting agencies as needed. Dokken shall conduct team meetings with affected agencies to review project schedules, concepts, plans, and specifications and prepare meeting minutes.

Deliverable: Meeting Materials and Meeting Minutes

1.2 Schedule and Progress Reports

Dokken shall prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and a schedule of completion of target dates.

Deliverable: Monthly Schedule Summaries and Progress Reports.

1.3 Utility Coordination Support (OPTIONAL)

If required for any recommended bridge work, Dokken shall support City Staff to coordinate the relocation of all utilities affected by the project. This includes identifying limits of relocation. This task does not include coordination with utility owners in the project vicinity or owner notification, relocation coordination and protection details.

Deliverable: Utility Coordination Support

Task 2 ENVIRONMENTAL SUPPORT

2.1 Biological Site Visit

Dokken’s biologist/regulatory specialist shall conduct a site visit to map the ordinary high water mark, note existing conditions, and take photographs for the permit applications.

Deliverable: Memorandum summarizing results of the biology visit

2.2 Section 401 Water Quality Certification

Section 401 regulates discharges of fill and dredged materials into waters of the U.S. Dokken’s environmental team shall submit the 401 application and work with the Los Angeles RWQCB to obtain a Section 401 Clean Water Certification. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 401 Water Quality Certification

2.3 *Section 1602 Streambed Alteration Agreement*

Activities that have permanent or temporary impacts to lakes, streambeds, or their associated riparian areas are regulated by the CDFW. Dokken Engineering shall coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. Dokken Engineering shall delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW for the bridge rehabilitation work. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 1602 Streambed Alteration Agreement

2.4 *United States Coast Guard – Temporary Impacts Approval*

Dokken shall coordinate with Mr. Carl Hausner with District 11 of the U.S. Coast Guard. Mr. Hausner confirmed that these bridge rehabilitations would not need a full bridge permit since there shall be no permanent horizontal or vertical change to the structures. Coast Guard approval (and input) is necessary for the temporary construction impacts on navigation. At least 30 days prior to construction, Dokken shall submit a notification to the Coast Guard that provides a description of the project and engineering details and dimensions (plan sheets + explanations) of all temporary construction work that shall affect the horizontal and vertical clearances of the bridges (e.g. any dewatering device or construction platforms). Dokken shall follow up with the Coast Guard and answer any questions.

Deliverable: Temporary Impacts Approval from United States Coast Guard

2.5 *Coastal Development Permit*

Based on a review of the City’s Coastal Zoning Ordinance and Coastal Land Use Plan, it is possible that the project could be considered exempt from the requirement for a coastal development permit as the project activities include “repair and maintenance activities”. However, since the project shall require work, including the placement of rip-rap, within 20-feet of coastal waters or streams, it may be considered “extraordinary methods of repair and maintenance” which would trigger a coastal development permit. Dokken’s environmental staff shall coordinate with the City’s Planning Division and with the Coastal Commission if necessary to secure the proper level of Coastal Development Permit and/or Exemption for the project. Any application fees are not included in our fee.

Deliverable: Coastal Development Permit or Exemption

2.6 *Updated Preliminary Environmental Study (PES) Forms (OPTIONAL)*

If updated PES forms are required, Dokken’s environmental staff shall support the City by putting all relevant project information into the Caltrans’ January 2019 PES form and submitting them to Caltrans. Dokken shall conduct literature research and shall provide explanations to support the conclusions of the PES. Dokken shall coordinate with Caltrans and the City to address any questions or comments and to secure approvals on the PES forms.

Deliverable: Approved PES Forms for Mandalay Bay and Edison Canal Bridges

2.7 *Biological Memorandum for the NEPA Revalidation (OPTIONAL)*

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that a biologist visit the project site, conduct species record searches, and provide brief memorandums documenting that conditions have not changed. Dokken’s biological staff shall conduct this species search and prepare a memorandum for the Mandalay Bay and Edison bridges for Caltrans. Dokken shall utilize the site visit being conducted for the permit applications to survey the site for all biological resources so an additional site visit is not required.

Deliverable: Biological Memorandums

2.8 *Hazardous Waste Memorandum for the NEPA Revalidation (OPTIONAL)*

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that an updated Environmental Data Resource (EDR) Report and field survey be conducted. Dokken's qualified staff shall order an EDR (covering both bridges), survey the sites to look for hazardous waste/materials, and prepare brief memorandums summarizing the findings.

Deliverable: Hazardous Waste Memorandums

Task 3 DESIGN PHASE

3.1 *Preliminary Engineering*

Dokken shall obtain and review available reports, maps and data from the City. Dokken shall create base plans for the bridge using record drawings obtained from the City.

Dokken shall conduct field reconnaissance to assess existing condition of the bridge and identify locations and limits of work to be completed.

Dokken shall prepare a General Plan for the required bridge work consisting of maintenance work items, limits, and locations specified in the "work recommendations" sections of the Caltrans bridge inspection reports. All rehabilitation work shall be specified using construction notes and details where necessary. This shall be submitted to the City for review and comment.

Dokken shall analyze the construction access, impacts and means and methods of construction to support the environmental permitting. Dokken shall prepare exhibits explaining construction techniques for use by the permitting agencies.

Deliverable: Bridge General Plan (1 Plan Sheet) and Environmental Exhibits.

3.2 *Deck Rehabilitation Details*

Dokken shall develop deck rehabilitation details. These details shall include; partial removal and replacement of the deck overlay placed during the widening of the original bridge, methacrylate treatment of the widening and polyester concrete overlay details. Supplemental reinforcement and removal limits shall be detailed on the plans.

Deliverable: Deck Rehabilitation Details (3 Plan Sheets)

3.3 *Joint Seal Replacement Details*

Dokken shall develop joint seal replacement details. These details shall include saw cut depths and widths, joint seal types and limits, sidewalk cover plates for ADA compliance and material specifications and data.

Deliverable: Joint Seal Replacement Details (1 Plan Sheet)

3.4 *Structure Approach Slab Details*

Dokken shall provide details for retrofit approach slabs at each end of the bridge. The existing approach pavement is significantly deteriorated. The approach slabs shall prevent future deterioration. Details shall include; attachments to existing abutments, reinforcing, subgrade limits and tie-ins to barrier and sidewalk.

Deliverable: Structure Approach Slab Details (2 Plan Sheets)

3.5 *Riprap Repair Details*

Dokken shall develop details for repairing the existing riprap that has deteriorated at the site. Details shall include; limits of riprap placement, key-in details, excavation details, bedding details and final grading.

Deliverable: Barrier Replacement Details (2 Plan Sheets)

3.6 Approach Pavement Repair Details

Projects funded through the Highway Bridge Program (HBP) are eligible for up to 400' of approach roadway work. Dokken shall develop details for pavement repair on the bridge approaches. Details shall include; typical overlay sections, dig-outs, saw cut lines, and tie-ins to existing curbs, gutters and driveways.

Deliverable: Approach Pavement Repair Plans (4 sheets)

3.7 Traffic Handling Plans

Dokken shall coordinate with traffic staff regarding allowable lane closures and working hour restrictions. Dokken shall prepare a traffic handling memorandum and traffic handling plans.

Deliverable: Traffic Handling Plans (2 sheets)

3.8 Barrier Replacement Details (OPTIONAL)

Dokken shall develop details for railing replacements along the bridge. The existing railing is substandard and has significant spalls and cracked concrete. The details shall include; concrete parapet railing layout, reinforcing details, removal limits, and bridge deck attachment details.

Deliverable: Barrier Replacement Details (3 Plan Sheets)

3.9 PS&E Submittals

Plans, specifications and estimates packages shall be prepared based on the items of work described above. The PS&E packages shall be submitted to the City for review and comment at the Draft and Final PS&E stages. Plans and Specifications shall be prepared using the current City Standards and supplemented with the current Caltrans Standards where necessary.

Construction estimate shall include total cost, as well as subtotals for each line item of work. Responses to comments received on any submittal shall be documented in a Comment Resolution Matrix and included with the subsequent submittal.

Deliverable: Draft PS&E and Comment Resolution Matrix, Final PS&E and Comment Resolution Matrix.

Task 4 BID PHASE

4.1 Bid Support

During bid phase, Dokken shall respond to bidder questions regarding PS&E. Dokken shall also assist with the preparation of addendum(s).

Deliverable: Responses to Bidder Questions, Addendums

Task 5 CONSTRUCTION SUPPORT (OPTIONAL)

It is understood that it shall be at the City's discretion to retain Dokken for construction support entailing changes to design. This project does not include any construction management, only design support. Dokken has provided a cost estimate for each item of work described in Task 4 of the City's Request for Proposals, Task 4. It is understood that at the appropriate time a Notice to Proceed shall be executed for this phase of work:

5.1 Construction Site Meetings (OPTIONAL)

As needed, Dokken's project manager shall attend scheduled construction site meeting during the contract duration and respond to questions in the meeting. Five (5) meetings have been assumed.

Deliverable: Meeting Attendance

5.2 *Shop Drawing and Submittal Review (OPTIONAL)*

Dokken shall review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed.

Deliverable: Submittal Review Comments and Approvals

5.3 *RFIs and CRs (OPTIONAL)*

Dokken shall review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three (3) working days from the time of notice.

Deliverable: Responses to RFIs and CRs

5.4 *Design Revisions (OPTIONAL)*

Dokken shall review design CR and prepare new design plans as needed.

Dokken shall maintain a log of all changes (either clouded or clearly described) to approved plan set. Dokken shall assist City's project manager in review and making recommendations to Contract Change Orders (CCO). Prepare cost estimates for change order work.

Deliverable: Revised Plans and Specifications

5.5 *As-Builts and Record Drawings (OPTIONAL)*

Dokken shall prepare record drawings upon completion of the project and acquire the daily red lined plans from the Contractor and their Subcontractors. Final record drawings shall be both submitted in electronic files AutoCAD and PDF, and Mylar.

Deliverable: As-Built Plans (.DWG, .PDF, and Mylars)

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Highway Bridge Program (HBP) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action in June 2019. The Consultant shall begin work as soon as the NTP is issued. The City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

The City shall submit for Caltrans approvals, including environmental re-validation and right-of-way certification in fall of 2019 and obtain Caltrans authorization to proceed with construction in summer 2020. Construction is estimated to begin in fall 2020.

DOKKEN ENGINEERING, shall produce a delivery schedule as part of TASK 1 PROJECT MANAGEMENT, 1.2 Schedule and Progress Reports.

EXHIBIT C
COST PROPOSAL*
[see attached tables that follow]

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

5/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8094

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[illegible]

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. ISSUE DATE (MM/DD/YY)	
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits	
NAMED INSURED		<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE <input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8094 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors shall not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.
3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Consultant shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E
NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT shall promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, shall be (with regard to a "program") conducted, or shall be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it shall affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

Agreement No. A-8141

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program shall comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

Agreement No. A-8141

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant shall accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which shall remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.} had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or shall be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or shall be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant: DOKKEN ENGINEERING

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Debbie O'Leary

Date: June 4, 2019
Phone: x5283

Reason for Appropriation:

Appropriates revenue from local funds from fund 105 Street Maintenance for the Plans, Specifications & Estimate (PS&E) phase of the Mandalay Bay Bridge

Accounts and Descriptions

AMOUNT

Fund: 105- Street Maintenance

Expenditures/Transfers Out

Project #133113 Mandalay Bay Bridge

105-3125-826.89-09	SVCS-OTHER PROF/CONTRACT	3,708
105-3125-826.88-02	RESERVES / FOR CONTINGENCIES	10,000

Sub-total Expenditures	13,708
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Net Change to Fund Balance	(13,708)
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Fund: 105- Street Maintenance

Sub-total Expenditures	0
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Net Change to Fund Balance	0
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Net Appropriation Change	13,708
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.15.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Fiscal Year 2019-2020 Landscape Maintenance Districts - Initiation of Proceedings, Declaration of Intention to Levy and Collect Assessments, and Scheduling of Public Hearing.

RECOMMENDATION

That the City Council:

1. Adopt a resolution initiating proceedings for the annual levy and collection of assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts; and
 2. Adopt a resolution declaring intention to levy and collect assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.
- (The Public Works and Transportation Committee approved 3-0.)

BACKGROUND

The City Council by previous resolutions formed fifty-six (56) landscape maintenance districts (LMDs). Effective June 30, 2017, City Council approved the dissolution of eighteen (18) LMDs, leaving a total of thirty eight (38) remaining LMDs. Effective June 30, 2018 City Council approved the dissolution of two (2) additional LMDs. Therefore, thirty six (36) LMDs are being proposed to be levied in Fiscal Year 2019-2020. The Landscaping and Lighting Act of 1972, pursuant to which these districts were formed, requires annual City Council action to update the assessments which appear on the Ventura County tax roll. The purpose of the report is for City Council to adopt a resolution initiating proceedings (Attachment A), adopt a resolution of intention (Attachment B) to levy assessments for Fiscal Year 2019-2020 and to set a public hearing to receive public testimony on June 18, 2019.

DISCUSSION

With the assistance of a Consultant (NBS), and as a result of NBS' audits, staff has calculated assessment rates and expenditures for maintenance of public landscaping in the thirty-six landscape maintenance districts. Approval of the attached resolutions accomplishes the following:

- Orders the preparation and filing of the 2019/2020 Consolidated Engineer's Report.
- Preliminarily approves the Landscaping and Lighting Assessment Districts Fiscal Year 2019-2020 Consolidated Engineer's Report attached (Attachment B Exhibit B).
- Declares intent to levy and collect assessments in the landscape maintenance districts for Fiscal Year 2019- 2020.
- Identifies certain improvements and services to be provided for Fiscal Year 2019-2020 within a total of thirty-six (36) of the Districts as reflected in Exhibit B of the resolution.
- Sets a public hearing for June 18, 2019 at 6:00 p.m. in the City Council Chambers concerning the levy of the proposed assessments.
- Requires the City Clerk to give notice at least 10 days prior to the date of the hearing by causing this resolution to be

published once in a newspaper of general circulation within the City.

Following the City Council's action at the public hearing on June 18, 2019, the assessment data will be delivered to the County Auditor-Controller's Office and processed for the collection of assessments in FY 2019-2020 That action must take place prior to July 1, 2019.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The general benefit contribution based on the budgeted expenses for the districts totals \$85,259 and an additional \$139,817 is being proposed to offset the estimated utility overage. The total Fiscal Year 2019-2020 General Fund contribution is estimated to be approximately \$225,073, which includes \$12,037 for Mandalay Beach/Main (MAD #4).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Resolution Initiate Proceedings
2. Resolution of Intent to Levy

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF
ASSESSMENTS FOR FISCAL YEAR 2019-2020 WITHIN THE CITY'S
LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard (the "City Council") has by previous Resolutions formed the City's Landscape Maintenance Districts (the "Districts"), the listing of which are included in this Resolution as Exhibit A, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (the "Act"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Districts and the preparation and filing of an Annual Engineer's Report (the "Engineer's Report"); and

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

1. The City Council hereby order NBS to prepare and file with the City Clerk the Engineer's Report concerning the levy and collection of assessments for the Districts for the Fiscal Year commencing July 1, 2019 and ending June 30, 2020 in accordance with *Chapter 3 Section 22622 of the Act*.
2. The City improvements within the Districts are described more fully in the Engineer's Report. The improvements authorized to be maintained are District-specific and vary between the Districts, the improvements provided may include, but are not limited to: ground cover, turf, trees, shrubs, the landscaped areas of detention basins, screen walls/fencing, park benches, trash containers, overhead structures, theme light poles, ornamental lighting, and sprinkler, irrigation and drainage systems, and may also include sidewalk and hardscape improvements along the landscaping, medians, entry monuments, mailboxes and associated appurtenant facilities. Park improvements, if applicable, vary by park and may include landscape and open space, playground structures, exercise stations, restrooms, benches, picnic tables, and litter receptacles.

Maintenance provided includes all necessary services, operations, administration and maintenance required to keep the above mentioned improvements in a healthy, vigorous and satisfactory condition which may include, but is not limited to: repair, removal or replacement of all or any part of the landscaping, sidewalks, medians, theme light poles or screen walls/fencing. Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, mowing, spraying,

fertilizing and treating for disease or injury. The tree trimming may not occur on an annual basis; therefore, the assessed amount is for the average annual cost. Removal of trimmings, rubbish, graffiti, debris and other solid waste from the landscaped areas, detention basins and screen walls/fencing.

3. ~~Improvements and services to be provided for Fiscal Year 2018-2019 will be removed within the following two (2) Districts: LMD No. 9 (Strawberry Fields) and LMD No. 15 (Pelican Pointe), and transferred back to the responsibility of the City. Additionally, LMD No. 12 (Standard Pacific) improvements will include the traffic circles located at Volcano Court and Topaz Court. These improvements are anticipated to be included in future years, and the inclusion will not result in an increase of the maximum assessment allowed for LMD No. 12. There will be no substantial changes in existing improvements and services to the remaining thirty-five (35) the~~ Districts for Fiscal Year ~~2018~~2019-2019~~2020~~.

PASSED AND ADOPTED THIS 4th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD

LANDSCAPE MAINTENANCE DISTRICT LISTING

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
Landscape Maintenance District No. 10 (Country Club Estates)	December 13, 1988	9587
Landscape Maintenance District No. 11 (St. Tropez)	January 3, 1989	9603
Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior	June 10, 2003	12404

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Housing)		
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2018-19.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 WITHIN THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the City Council of the City of Oxnard (the "City Council") has by previous Resolutions formed the City's Landscape Maintenance Districts (the "Districts"), the listing of which are included in this Resolution as Exhibit A, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (the "Act"); and

WHEREAS, on June 4, 2019 the City Council approved Resolution No. _____ initiating proceedings for the annual levy and collection of assessments for Fiscal Year 2019-2020; and

WHEREAS, NBS has filed with the City Clerk the Consolidated Engineer's Report (the "Report") (Exhibit B) concerning the cost of maintaining the landscaping in such Districts as shown in Exhibit A for the 2019-2020 Fiscal Year and the amount of the special benefit received therefrom by each parcel within such Districts; and

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

1. The City Council preliminarily approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within the Districts for Fiscal Year 2019-2020 in accordance with the Act.
3. A full and detailed description of the landscaping improvements, the boundaries of the Districts and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Districts are contained in the Engineer's Report on file with the City Clerk which is made a part by reference.
4. Improvements and services to be provided for Fiscal Year 2019-2020 within all Districts as reflected in Exhibit B to this resolution.
5. Notice is hereby given that on June 18, 2019 at 6:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a

property owner shall contain a description sufficient to identify the property owned by that person.

6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.

PASSED AND ADOPTED THIS 4th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD

LANDSCAPE MAINTENANCE DISTRICT LISTING

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
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Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior	June 10, 2003	12404

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Housing)		
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2018-19.

EXHIBIT B

CITY OF OXNARD
CONSOLIDATED ENGINEER'S REPORT

DUE TO FILE SIZE, THE ENGINEER'S REPORT IS NOT BEING REPRODUCED FOR THE AGENDA PACKET, BUT IT IS AVAILABLE ONLINE AT <https://www.oxnard.org/city-department/finance/special-assessment-districts/lmds/> AS WELL AS THE CITY CLERK'S OFFICE.

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.16.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Special Tax Levy for Community Facility Districts No. 1 and No. 2 (Westport at Mandalay Bay).

RECOMMENDATION

That the City Council, acting as legislative body for Community Facilities Districts (CFD) No. 1 and 2:

1. Adopt a resolution (Attachment 1) setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2019-2020; and
2. Adopt a resolution (Attachment 2) setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2019-2020.

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

BACKGROUND

CFD No. 1 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,823 (the "CFD No. 1 Resolution of Formation") establishing CFD No. 1. On October 24, 2000, City Council adopted Ordinance No. 2541 which was amended by Ordinance No. 2591 adopted on February 5, 2002, to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to the bonds of CFD No. 1. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 1. While the maximum special tax rate in FY 2019-2020 for CFD No. 1 is \$910,548.07, the actual amount to be levied is \$657,041.12.

The reserve fund will be credited to property owners in the final year of the bonds, to the extent available. The remaining balance of the bonds is \$7,455,000 with the final payment due on September 1, 2033.

CFD No. 2 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,825 (the "CFD No. 2 Resolution of Formation") establishing CFD No. 2. On October 24, 2000, City Council adopted Ordinance No. 2542, which was amended by Ordinance No. 2592 adopted on February 5, 2002, to levy a special tax sufficient to pay costs of the services and incidental expenses relating to the maintenance of CFD No. 2. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 2.

DISCUSSION

The maximum special tax rate in FY 2019-2020 for CFD No. 1 is \$910,548.07, the actual amount to be levied is

\$652,041.12. The total amount of special taxes for CFD No. 2 for FY 2019-2020 is \$604,176.70. The following represents a breakdown of the tax levy for CFD No. 2 for the upcoming and most recent fiscal years:

Description	Projected Levy FY 19-20	Actual Levy FY 18-19
Administration	\$104,805	\$92,747
Liability, Worker's Comp, fees, etc.	\$1,571	\$2,193
Indirect Costs	\$22,540	\$20,975
Channel Maintenance/Repairs	\$25,000	\$25,000
Landscape Maintenance	\$236,592	\$300,992
Contingency	\$100,000	\$50,000
Harbor Patrol	\$196,669	\$192,814
Storm Drain Maintenance	\$75,000	\$60,000
Less: Tax Levy Credit	(\$158,000)	(\$141,302)
Total	\$604,177	\$603,419

The maximum allowable tax for CFD No. 2 for FY 2019-2020 is \$791,163.87. The Projected Levy for FY 2019-2020 is \$604,176.70. A levy credit of \$158,000 for FY 2019-2020 reduces the estimated fund balance of CFD No. 2 to the required level of \$1.38 million (adjusted for inflation in FY 2019-2020) according to a reserve fund study prepared by Stantec in June 2015.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 1 and CFD No. 2 for FY 2019-2020. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 1 and CFD No. 2.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax CFD 1 FY 19-20
2. Resolution Authorizing Levy of Special Tax CFD 2 FY 19-20
3. Exhibit A - CFD 1 & 2 Levies by Location

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT
MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING
THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY
FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY
BAY) FOR THE FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard (“CFD No. 1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 1, is authorized pursuant to Resolution No. 11,823 (the “Resolution of Formation”) and Resolution No. 12,082, establishing a Revised Rate and Method as described in Resolution No. 12,082, and Ordinance No. 2541 adopted by the City Council on October 24, 2000, as amended by Ordinance No. 2591 adopted on February 5, 2002 (the “Ordinance”), to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2019-2020 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2019-2020 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 1 entitled “City of Oxnard Community Facilities District No. 1 (Westport at Mandalay Bay) Fiscal Year 2019-2020 Levy” (the “Report”), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of

parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2019-2020, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this ____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor of the City Council of the City of Oxnard, acting on behalf of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2019

City Clerk of the City Council of the City of Oxnard

(SEAL)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT
MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING
THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY
FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY
BAY) FOR THE FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 2 (Westport at Mandalay Bay) of the City of Oxnard (“CFD No. 2”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 2, is authorized pursuant to Resolution No. 11,825 (the “Resolution of Formation”) and Resolution No. 12,082, establishing a Revised Rate and Method as described in Resolution No. 12,082, and Ordinance No. 2542 adopted by the City Council on October 24, 2000, as amended by Ordinance No. 2592 adopted on February 5, 2002 (the “Ordinance”), to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2019-2020 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2 which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2019-2020 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 2 entitled “City of Oxnard Community Facilities District No. 2 (Westport at Mandalay Bay) Fiscal Year 2019-2020 Levy” (the “Report”), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2019-2020, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this ____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor of the City Council of the City of Oxnard,
acting on behalf of Community Facilities District No.
2 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

Michelle Ascencion
City Clerk of the City of Oxnard

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2019

City Clerk of the City Council of the City of Oxnard

(SEAL)

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-170-015	1201 CHESAPEAKE DR	\$4,234.92
188-0-170-025	1211 CHESAPEAKE DR	4,234.92
188-0-170-035	1221 CHESAPEAKE DR	4,234.92
188-0-170-045	1231 CHESAPEAKE DR	4,234.92
188-0-170-055	1241 CHESAPEAKE DR	4,234.92
188-0-170-065	1251 CHESAPEAKE DR	4,234.92
188-0-170-075	1261 CHESAPEAKE DR	4,234.92
188-0-170-085	1301 CHESAPEAKE DR	4,234.92
188-0-170-095	1311 CHESAPEAKE DR	4,234.92
188-0-170-105	1321 CHESAPEAKE DR	4,234.92
188-0-170-115	1331 CHESAPEAKE DR	4,234.92
188-0-170-125	1341 CHESAPEAKE DR	4,234.92
188-0-170-135	1351 CHESAPEAKE DR	4,234.92
188-0-170-145	1361 CHESAPEAKE DR	4,234.92
188-0-170-225	4420 CHESAPEAKE DR	4,016.46
188-0-170-235	4410 CHESAPEAKE DR	4,016.46
188-0-170-245	4400 CHESAPEAKE DR	4,016.46
188-0-170-295	4425 AHOY LN	1,966.04
188-0-170-305	4423 AHOY LN	1,966.04
188-0-170-315	4417 AHOY LN	1,966.04
188-0-170-325	4415 AHOY LN	1,966.04
188-0-170-335	4409 AHOY LN	1,966.04
188-0-170-345	4407 AHOY LN	1,966.04
188-0-170-355	4401 CHESAPEAKE DR	1,966.04
188-0-170-365	4403 CHESAPEAKE DR	1,966.04
188-0-170-375	4405 CHESAPEAKE DR	1,966.04
188-0-170-385	4411 CHESAPEAKE DR	1,966.04
188-0-170-395	4413 CHESAPEAKE DR	1,966.04
188-0-170-405	4419 CHESAPEAKE DR	1,966.04
188-0-170-415	4421 CHESAPEAKE DR	1,966.04
188-0-180-015	4361 WATERSIDE LN	4,016.46
188-0-180-025	4353 WATERSIDE LN	3,157.56
188-0-180-035	4351 WATERSIDE LN	3,157.56
188-0-180-045	4343 WATERSIDE LN	3,157.56
188-0-180-055	4341 WATERSIDE LN	3,157.56
188-0-180-065	4333 WATERSIDE LN	3,157.56
188-0-180-075	4331 WATERSIDE LN	3,157.56
188-0-180-085	4323 WATERSIDE LN	3,157.56
188-0-180-095	4321 WATERSIDE LN	3,157.56
188-0-180-105	4313 WATERSIDE LN	3,157.56
188-0-180-115	4311 WATERSIDE LN	3,157.56
188-0-180-125	4303 WATERSIDE LN	4,234.92
188-0-180-135	4301 WATERSIDE LN	4,234.92
188-0-180-145	1304 TWIN TIDES PL	4,234.92
188-0-180-155	1314 TWIN TIDES PL	4,016.46
188-0-180-165	1324 TWIN TIDES PL	3,157.56
188-0-180-175	1334 TWIN TIDES PL	3,157.56
188-0-180-185	1344 TWIN TIDES PL	3,157.56

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-180-195	1354 TWIN TIDES PL	3,157.56
188-0-180-315	4354 WATERSIDE LN	1,966.04
188-0-180-325	4352 WATERSIDE LN	1,966.04
188-0-180-335	4350 WATERSIDE LN	1,966.04
188-0-180-345	4342 WATERSIDE LN	1,966.04
188-0-180-355	4340 WATERSIDE LN	1,966.04
188-0-180-365	4332 WATERSIDE LN	1,966.04
188-0-180-375	4330 WATERSIDE LN	1,966.04
188-0-180-385	4322 WATERSIDE LN	1,966.04
188-0-180-395	4320 WATERSIDE LN	1,966.04
188-0-180-405	4312 WATERSIDE LN	1,966.04
188-0-180-415	4310 WATERSIDE LN	1,966.04
188-0-180-425	4305 ADMIRAL WAY	1,966.04
188-0-180-435	4307 ADMIRAL WAY	1,966.04
188-0-180-445	4315 ADMIRAL WAY	1,966.04
188-0-180-455	4317 ADMIRAL WAY	1,966.04
188-0-180-465	4325 ADMIRAL WAY	1,966.04
188-0-180-475	4327 ADMIRAL WAY	1,966.04
188-0-180-485	4335 ADMIRAL WAY	1,966.04
188-0-180-495	4337 ADMIRAL WAY	1,966.04
188-0-180-505	4345 ADMIRAL WAY	1,966.04
188-0-180-515	4347 ADMIRAL WAY	1,966.04
188-0-191-015	1404 TWIN TIDES PL	4,234.92
188-0-191-025	1414 TWIN TIDES PL	4,016.46
188-0-191-035	1424 TWIN TIDES PL	4,016.46
188-0-191-045	1434 TWIN TIDES PL	4,016.46
188-0-191-065	1454 TWIN TIDES PL	4,016.46
188-0-191-085	1474 TWIN TIDES PL	4,016.46
188-0-191-095	1504 TWIN TIDES PL	4,016.46
188-0-191-105	1514 TWIN TIDES PL	4,016.46
188-0-191-115	1524 TWIN TIDES PL	4,016.46
188-0-191-125	1534 TWIN TIDES PL	4,016.46
188-0-191-135	1544 TWIN TIDES PL	4,016.46
188-0-191-145	1554 TWIN TIDES PL	4,234.92
188-0-191-155	1560 TWIN TIDES PL	4,234.92
188-0-191-165	1562 TWIN TIDES PL	4,016.46
188-0-191-175	1564 TWIN TIDES PL	4,016.46
188-0-191-185	1566 TWIN TIDES PL	4,016.46
188-0-191-195	1568 TWIN TIDES PL	4,234.92
188-0-191-205	1553 TWIN TIDES PL	4,234.92
188-0-191-215	1543 TWIN TIDES PL	4,016.46
188-0-191-225	1533 TWIN TIDES PL	4,016.46
188-0-191-235	1523 TWIN TIDES PL	4,016.46
188-0-191-245	1513 TWIN TIDES PL	4,016.46
188-0-191-255	1503 TWIN TIDES PL	4,016.46
188-0-191-265	1473 TWIN TIDES PL	4,016.46
188-0-191-275	1463 TWIN TIDES PL	4,016.46
188-0-191-295	1443 TWIN TIDES PL	4,016.46

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-191-305	1433 TWIN TIDES PL	4,016.46
188-0-191-325	1413 TWIN TIDES PL	4,234.92
188-0-192-015	1410 VIEWPOINT DR	4,234.92
188-0-192-025	1420 VIEWPOINT DR	3,157.56
188-0-192-035	1430 VIEWPOINT DR	3,157.56
188-0-192-045	1440 VIEWPOINT DR	3,157.56
188-0-192-055	1450 VIEWPOINT DR	3,157.56
188-0-192-065	1460 VIEWPOINT DR	3,157.56
188-0-192-075	1470 VIEWPOINT DR	3,157.56
188-0-192-085	1480 VIEWPOINT DR	3,157.56
188-0-192-095	1500 VIEWPOINT DR	3,157.56
188-0-192-105	1510 VIEWPOINT DR	3,157.56
188-0-192-115	1520 VIEWPOINT DR	3,157.56
188-0-192-125	1530 VIEWPOINT DR	3,157.56
188-0-192-135	1540 VIEWPOINT DR	3,157.56
188-0-192-145	1550 VIEWPOINT DR	3,157.56
188-0-192-155	1560 VIEWPOINT DR	3,157.56
188-0-192-165	1570 VIEWPOINT DR	4,016.46
188-0-192-175	1580 VIEWPOINT DR	4,016.46
188-0-192-185	1582 VIEWPOINT DR	3,157.56
188-0-192-195	1584 VIEWPOINT DR	3,157.56
188-0-192-205	1586 VIEWPOINT DR	4,234.92
188-0-192-215	1561 VIEWPOINT DR	4,016.46
188-0-192-225	1551 VIEWPOINT DR	4,016.46
188-0-192-235	1541 VIEWPOINT DR	4,016.46
188-0-192-245	1531 VIEWPOINT DR	4,016.46
188-0-192-255	1521 VIEWPOINT DR	4,016.46
188-0-192-265	1511 VIEWPOINT DR	4,016.46
188-0-200-025	1227 BAYSIDE CIR	1,429.84
188-0-200-035	1225 BAYSIDE CIR	1,429.84
188-0-200-045	1223 BAYSIDE CIR	1,429.84
188-0-200-055	1221 BAYSIDE CIR	1,429.84
188-0-200-065	1216 BAYSIDE CIR	1,429.84
188-0-200-075	1214 BAYSIDE CIR	1,429.84
188-0-200-085	1212 BAYSIDE CIR	1,429.84
188-0-200-095	1210 BAYSIDE CIR	1,429.84
188-0-200-105	1206 BAYSIDE CIR	1,429.84
188-0-200-115	1204 BAYSIDE CIR	1,429.84
188-0-200-125	1202 BAYSIDE CIR	1,429.84
188-0-200-135	1200 BAYSIDE CIR	1,429.84
188-0-200-145	1217 BAYSIDE CIR	1,429.84
188-0-200-155	1215 BAYSIDE CIR	1,429.84
188-0-200-165	1213 BAYSIDE CIR	1,429.84
188-0-200-175	1211 BAYSIDE CIR	1,429.84
188-0-200-185	1247 BAYSIDE CIR	1,429.84
188-0-200-195	1245 BAYSIDE CIR	1,429.84
188-0-200-205	1243 BAYSIDE CIR	1,429.84
188-0-200-215	1241 BAYSIDE CIR	1,429.84

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-200-225	1237 BAYSIDE CIR	1,429.84
188-0-200-235	1235 BAYSIDE CIR	1,429.84
188-0-200-245	1233 BAYSIDE CIR	1,429.84
188-0-200-255	1231 BAYSIDE CIR	1,429.84
188-0-200-265	1232 BAYSIDE CIR	1,429.84
188-0-200-275	1234 BAYSIDE CIR	1,429.84
188-0-200-285	1236 BAYSIDE CIR	1,429.84
188-0-200-295	1238 BAYSIDE CIR	1,429.84
188-0-200-305	1251 BAYSIDE CIR	1,429.84
188-0-200-315	1253 BAYSIDE CIR	1,429.84
188-0-200-325	1255 BAYSIDE CIR	1,429.84
188-0-200-335	1257 BAYSIDE CIR	1,429.84
188-0-200-345	1269 BAYSIDE LN	1,429.84
188-0-200-355	1259 BAYSIDE LN	1,429.84
188-0-200-365	1249 BAYSIDE LN	1,429.84
188-0-200-375	1239 BAYSIDE LN	1,429.84
188-0-200-385	1261 BAYSIDE CIR	1,429.84
188-0-200-395	1263 BAYSIDE CIR	1,429.84
188-0-200-405	1265 BAYSIDE CIR	1,429.84
188-0-200-415	1267 BAYSIDE CIR	1,429.84
188-0-200-425	1271 BAYSIDE CIR	1,429.84
188-0-200-435	1273 BAYSIDE CIR	1,429.84
188-0-200-445	1275 BAYSIDE CIR	1,429.84
188-0-200-455	1281 BAYSIDE CIR	1,429.84
188-0-200-465	1283 BAYSIDE CIR	1,429.84
188-0-200-475	1285 BAYSIDE CIR	1,429.84
188-0-200-485	1287 BAYSIDE CIR	1,429.84
188-0-200-495	1270 BAYSIDE CIR	1,429.84
188-0-200-505	1272 BAYSIDE CIR	1,429.84
188-0-200-515	1274 BAYSIDE CIR	1,429.84
188-0-200-525	1276 BAYSIDE CIR	1,429.84
188-0-200-535	1282 BAYSIDE CIR	1,429.84
188-0-200-545	1284 BAYSIDE CIR	1,429.84
188-0-200-555	1286 BAYSIDE CIR	1,429.84
188-0-200-565	1288 BAYSIDE CIR	1,429.84
188-0-200-575	1240 BAYSIDE CIR	1,429.84
188-0-200-585	1230 BAYSIDE CIR	1,429.84
188-0-200-595	1220 BAYSIDE CIR	1,429.84
188-0-210-015	1302 BAYSIDE CIR	1,429.84
188-0-210-025	1304 BAYSIDE CIR	1,429.84
188-0-210-035	1306 BAYSIDE CIR	1,429.84
188-0-210-045	1308 BAYSIDE CIR	1,429.84
188-0-210-055	1301 BAYSIDE CIR	1,429.84
188-0-210-065	1303 BAYSIDE CIR	1,429.84
188-0-210-075	1305 BAYSIDE CIR	1,429.84
188-0-210-085	1311 BAYSIDE CIR	1,429.84
188-0-210-095	1313 BAYSIDE CIR	1,429.84
188-0-210-105	1315 BAYSIDE CIR	1,429.84

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-210-115	1321 BAYSIDE CIR	1,429.84
188-0-210-125	1323 BAYSIDE CIR	1,429.84
188-0-210-135	1325 BAYSIDE CIR	1,429.84
188-0-210-145	1327 BAYSIDE CIR	1,429.84
188-0-210-155	1366 BAYSIDE CIR	1,429.84
188-0-210-165	1364 BAYSIDE CIR	1,429.84
188-0-210-175	1362 BAYSIDE CIR	1,429.84
188-0-210-185	1360 BAYSIDE CIR	1,429.84
188-0-210-195	1356 BAYSIDE CIR	1,429.84
188-0-210-205	1354 BAYSIDE CIR	1,429.84
188-0-210-215	1352 BAYSIDE CIR	1,429.84
188-0-210-225	1350 BAYSIDE CIR	1,429.84
188-0-210-235	1346 BAYSIDE CIR	1,429.84
188-0-210-245	1344 BAYSIDE CIR	1,429.84
188-0-210-255	1342 BAYSIDE CIR	1,429.84
188-0-210-265	1340 BAYSIDE CIR	1,429.84
188-0-210-275	1337 BAYSIDE CIR	1,429.84
188-0-210-285	1335 BAYSIDE CIR	1,429.84
188-0-210-295	1333 BAYSIDE CIR	1,429.84
188-0-210-305	1331 BAYSIDE CIR	1,429.84
188-0-220-015	4308 TRADEWINDS DR	2,208.26
188-0-220-035	4312 TRADEWINDS DR	1,216.36
188-0-220-045	4342 TRADEWINDS DR	1,216.36
188-0-220-055	4372 TRADEWINDS DR	1,216.36
188-0-220-065	4314 TRADEWINDS DR	1,216.36
188-0-220-075	4344 TRADEWINDS DR	1,216.36
188-0-220-085	4374 TRADEWINDS DR	1,216.36
188-0-220-095	4316 TRADEWINDS DR	1,216.36
188-0-220-105	4346 TRADEWINDS DR	1,216.36
188-0-220-115	4376 TRADEWINDS DR	1,216.36
188-0-220-125	4318 TRADEWINDS DR	1,216.36
188-0-220-135	4348 TRADEWINDS DR	1,216.36
188-0-220-145	4378 TRADEWINDS DR	1,216.36
188-0-220-155	4320 TRADEWINDS DR	1,216.36
188-0-220-165	4350 TRADEWINDS DR	1,216.36
188-0-220-175	4380 TRADEWINDS DR	1,216.36
188-0-220-185	4322 TRADEWINDS DR	1,216.36
188-0-220-195	4352 TRADEWINDS DR	1,216.36
188-0-220-205	4382 TRADEWINDS DR	1,216.36
188-0-220-215	4324 TRADEWINDS DR	1,216.36
188-0-220-225	4354 TRADEWINDS DR	1,216.36
188-0-220-235	4384 TRADEWINDS DR	1,216.36
188-0-220-245	4326 TRADEWINDS DR	1,216.36
188-0-220-255	4356 TRADEWINDS DR	1,216.36
188-0-220-265	4386 TRADEWINDS DR	1,216.36
188-0-220-275	4328 TRADEWINDS DR	1,216.36
188-0-220-285	4358 TRADEWINDS DR	1,216.36
188-0-220-295	4330 TRADEWINDS DR	1,216.36

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-220-305	4360 TRADEWINDS DR	1,216.36
188-0-220-315	4340 TRADEWINDS DR	1,216.36
188-0-220-325	4370 TRADEWINDS DR	1,216.36
188-0-220-335	4396 TRADEWINDS DR	1,216.36
188-0-220-345	4338 TRADEWINDS DR	1,216.36
188-0-220-355	4368 TRADEWINDS DR	1,216.36
188-0-220-365	4394 TRADEWINDS DR	1,216.36
188-0-220-375	4336 TRADEWINDS DR	1,216.36
188-0-220-385	4366 TRADEWINDS DR	1,216.36
188-0-220-395	4392 TRADEWINDS DR	1,216.36
188-0-220-405	4332 TRADEWINDS DR	1,216.36
188-0-220-415	4362 TRADEWINDS DR	1,216.36
188-0-220-425	4388 TRADEWINDS DR	1,216.36
188-0-220-435	4334 TRADEWINDS DR	1,216.36
188-0-220-445	4364 TRADEWINDS DR	1,216.36
188-0-220-455	4390 TRADEWINDS DR	1,216.36
188-0-220-465	4310 TRADEWINDS DR	1,485.16
188-0-220-475	4310 TRADEWINDS DR	1,566.08
188-0-220-485	4310 TRADEWINDS DR	1,627.88
188-0-220-495	4310 TRADEWINDS DR	782.66
188-0-220-505	4310 TRADEWINDS DR	809.88
188-0-220-515	4310 TRADEWINDS DR	782.66
188-0-220-525	4310 TRADEWINDS DR	782.66
188-0-220-535	4310 TRADEWINDS DR	581.10
188-0-230-015	4228 TRADEWINDS DR	1,216.36
188-0-230-025	4258 TRADEWINDS DR	1,216.36
188-0-230-035	4288 TRADEWINDS DR	1,216.36
188-0-230-045	4226 TRADEWINDS DR	1,216.36
188-0-230-055	4256 TRADEWINDS DR	1,216.36
188-0-230-065	4286 TRADEWINDS DR	1,216.36
188-0-230-075	4224 TRADEWINDS DR	1,216.36
188-0-230-085	4254 TRADEWINDS DR	1,216.36
188-0-230-095	4284 TRADEWINDS DR	1,216.36
188-0-230-105	4222 TRADEWINDS DR	1,216.36
188-0-230-115	4252 TRADEWINDS DR	1,216.36
188-0-230-125	4282 TRADEWINDS DR	1,216.36
188-0-230-135	4220 TRADEWINDS DR	1,216.36
188-0-230-145	4250 TRADEWINDS DR	1,216.36
188-0-230-155	4280 TRADEWINDS DR	1,216.36
188-0-230-165	4218 TRADEWINDS DR	1,216.36
188-0-230-175	4248 TRADEWINDS DR	1,216.36
188-0-230-185	4278 TRADEWINDS DR	1,216.36
188-0-230-195	4216 TRADEWINDS DR	1,216.36
188-0-230-205	4246 TRADEWINDS DR	1,216.36
188-0-230-215	4276 TRADEWINDS DR	1,216.36
188-0-230-225	4214 TRADEWINDS DR	1,216.36
188-0-230-235	4244 TRADEWINDS DR	1,216.36
188-0-230-245	4274 TRADEWINDS DR	1,216.36

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-230-255	4212 TRADEWINDS DR	1,216.36
188-0-230-265	4242 TRADEWINDS DR	1,216.36
188-0-230-275	4272 TRADEWINDS DR	1,216.36
188-0-230-285	4210 TRADEWINDS DR	1,216.36
188-0-230-295	4240 TRADEWINDS DR	1,216.36
188-0-230-305	4270 TRADEWINDS DR	1,216.36
188-0-230-315	4230 TRADEWINDS DR	1,216.36
188-0-230-325	4260 TRADEWINDS DR	1,216.36
188-0-230-335	4290 TRADEWINDS DR	1,216.36
188-0-230-345	4232 TRADEWINDS DR	1,216.36
188-0-230-355	4262 TRADEWINDS DR	1,216.36
188-0-230-365	4292 TRADEWINDS DR	1,216.36
188-0-230-375	4234 TRADEWINDS DR	1,216.36
188-0-230-385	4264 TRADEWINDS DR	1,216.36
188-0-230-395	4294 TRADEWINDS DR	1,216.36
188-0-230-405	4236 TRADEWINDS DR	1,216.36
188-0-230-415	4266 TRADEWINDS DR	1,216.36
188-0-230-425	4296 TRADEWINDS DR	1,216.36
188-0-230-435	4238 TRADEWINDS DR	1,216.36
188-0-230-445	4268 TRADEWINDS DR	1,216.36
188-0-230-455	4298 TRADEWINDS DR	1,216.36
188-0-230-475	4300 TRADEWINDS DR	1,643.32
188-0-230-485	4300 TRADEWINDS DR	801.06
188-0-230-495	4300 TRADEWINDS DR	825.34
188-0-230-505	4300 TRADEWINDS DR	770.90
188-0-230-515	4300 TRADEWINDS DR	922.44
188-0-230-525	4300 TRADEWINDS DR	564.92
Total	315 Parcels	\$657,041.18

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-170-015	1201 CHESAPEAKE DR	\$3,793.02
188-0-170-025	1211 CHESAPEAKE DR	3,793.02
188-0-170-035	1221 CHESAPEAKE DR	3,793.02
188-0-170-045	1231 CHESAPEAKE DR	3,793.02
188-0-170-055	1241 CHESAPEAKE DR	3,793.02
188-0-170-065	1251 CHESAPEAKE DR	3,793.02
188-0-170-075	1261 CHESAPEAKE DR	3,793.02
188-0-170-085	1301 CHESAPEAKE DR	3,793.02
188-0-170-095	1311 CHESAPEAKE DR	3,793.02
188-0-170-105	1321 CHESAPEAKE DR	3,793.02

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-170-115	1331 CHESAPEAKE DR	3,793.02
188-0-170-125	1341 CHESAPEAKE DR	3,793.02
188-0-170-135	1351 CHESAPEAKE DR	3,793.02
188-0-170-145	1361 CHESAPEAKE DR	3,793.02
188-0-170-215	4430 CHESAPEAKE DR	3,593.34
188-0-170-225	4420 CHESAPEAKE DR	3,593.34
188-0-170-235	4410 CHESAPEAKE DR	3,593.34
188-0-170-245	4400 CHESAPEAKE DR	3,593.34
188-0-170-295	4425 AHOY LN	1,752.26
188-0-170-305	4423 AHOY LN	1,752.26
188-0-170-315	4417 AHOY LN	1,752.26
188-0-170-325	4415 AHOY LN	1,752.26
188-0-170-335	4409 AHOY LN	1,752.26
188-0-170-345	4407 AHOY LN	1,752.26
188-0-170-355	4401 CHESAPEAKE DR	1,752.26
188-0-170-365	4403 CHESAPEAKE DR	1,752.26
188-0-170-375	4405 CHESAPEAKE DR	1,752.26
188-0-170-385	4411 CHESAPEAKE DR	1,752.26
188-0-170-395	4413 CHESAPEAKE DR	1,752.26
188-0-170-405	4419 CHESAPEAKE DR	1,752.26
188-0-170-415	4421 CHESAPEAKE DR	1,752.26
188-0-180-015	4361 WATERSIDE LN	3,593.34
188-0-180-025	4353 WATERSIDE LN	2,808.30
188-0-180-035	4351 WATERSIDE LN	2,808.30
188-0-180-045	4343 WATERSIDE LN	2,808.30
188-0-180-055	4341 WATERSIDE LN	2,808.30
188-0-180-065	4333 WATERSIDE LN	2,808.30
188-0-180-075	4331 WATERSIDE LN	2,808.30
188-0-180-085	4323 WATERSIDE LN	2,808.30
188-0-180-095	4321 WATERSIDE LN	2,808.30
188-0-180-105	4313 WATERSIDE LN	2,808.30
188-0-180-115	4311 WATERSIDE LN	2,808.30
188-0-180-125	4303 WATERSIDE LN	3,793.02
188-0-180-135	4301 WATERSIDE LN	3,793.02
188-0-180-145	1304 TWIN TIDES PL	3,793.02
188-0-180-155	1314 TWIN TIDES PL	3,593.34
188-0-180-165	1324 TWIN TIDES PL	2,808.30
188-0-180-175	1334 TWIN TIDES PL	2,808.30
188-0-180-185	1344 TWIN TIDES PL	2,808.30
188-0-180-195	1354 TWIN TIDES PL	2,808.30
188-0-180-315	4354 WATERSIDE LN	1,752.26
188-0-180-325	4352 WATERSIDE LN	1,752.26
188-0-180-335	4350 WATERSIDE LN	1,752.26
188-0-180-345	4342 WATERSIDE LN	1,752.26
188-0-180-355	4340 WATERSIDE LN	1,752.26
188-0-180-365	4332 WATERSIDE LN	1,752.26
188-0-180-375	4330 WATERSIDE LN	1,752.26
188-0-180-385	4322 WATERSIDE LN	1,752.26

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-180-395	4320 WATERSIDE LN	1,752.26
188-0-180-405	4312 WATERSIDE LN	1,752.26
188-0-180-415	4310 WATERSIDE LN	1,752.26
188-0-180-425	4305 ADMIRAL WAY	1,752.26
188-0-180-435	4307 ADMIRAL WAY	1,752.26
188-0-180-445	4315 ADMIRAL WAY	1,752.26
188-0-180-455	4317 ADMIRAL WAY	1,752.26
188-0-180-465	4325 ADMIRAL WAY	1,752.26
188-0-180-475	4327 ADMIRAL WAY	1,752.26
188-0-180-485	4335 ADMIRAL WAY	1,752.26
188-0-180-495	4337 ADMIRAL WAY	1,752.26
188-0-180-505	4345 ADMIRAL WAY	1,752.26
188-0-180-515	4347 ADMIRAL WAY	1,752.26
188-0-191-015	1404 TWIN TIDES PL	3,793.02
188-0-191-025	1414 TWIN TIDES PL	3,593.34
188-0-191-035	1424 TWIN TIDES PL	3,593.34
188-0-191-045	1434 TWIN TIDES PL	3,593.34
188-0-191-055	1444 TWIN TIDES PL	3,593.34
188-0-191-065	1454 TWIN TIDES PL	3,593.34
188-0-191-075	1464 TWIN TIDES PL	3,593.34
188-0-191-085	1474 TWIN TIDES PL	3,593.34
188-0-191-095	1504 TWIN TIDES PL	3,593.34
188-0-191-105	1514 TWIN TIDES PL	3,593.34
188-0-191-115	1524 TWIN TIDES PL	3,593.34
188-0-191-125	1534 TWIN TIDES PL	3,593.34
188-0-191-135	1544 TWIN TIDES PL	3,593.34
188-0-191-145	1554 TWIN TIDES PL	3,793.02
188-0-191-155	1560 TWIN TIDES PL	3,793.02
188-0-191-165	1562 TWIN TIDES PL	3,593.34
188-0-191-175	1564 TWIN TIDES PL	3,593.34
188-0-191-185	1566 TWIN TIDES PL	3,593.34
188-0-191-195	1568 TWIN TIDES PL	3,793.02
188-0-191-205	1553 TWIN TIDES PL	3,793.02
188-0-191-215	1543 TWIN TIDES PL	3,593.34
188-0-191-225	1533 TWIN TIDES PL	3,593.34
188-0-191-235	1523 TWIN TIDES PL	3,593.34
188-0-191-245	1513 TWIN TIDES PL	3,593.34
188-0-191-255	1503 TWIN TIDES PL	3,593.34
188-0-191-265	1473 TWIN TIDES PL	3,593.34
188-0-191-275	1463 TWIN TIDES PL	3,593.34
188-0-191-285	1453 TWIN TIDES PL	3,593.34
188-0-191-295	1443 TWIN TIDES PL	3,593.34
188-0-191-305	1433 TWIN TIDES PL	3,593.34
188-0-191-315	1423 TWIN TIDES PL	3,593.34
188-0-191-325	1413 TWIN TIDES PL	3,793.02
188-0-192-015	1410 VIEWPOINT DR	3,793.02
188-0-192-025	1420 VIEWPOINT DR	2,808.30
188-0-192-035	1430 VIEWPOINT DR	2,808.30

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-192-045	1440 VIEWPOINT DR	2,808.30
188-0-192-055	1450 VIEWPOINT DR	2,808.30
188-0-192-065	1460 VIEWPOINT DR	2,808.30
188-0-192-075	1470 VIEWPOINT DR	2,808.30
188-0-192-085	1480 VIEWPOINT DR	2,808.30
188-0-192-095	1500 VIEWPOINT DR	2,808.30
188-0-192-105	1510 VIEWPOINT DR	2,808.30
188-0-192-115	1520 VIEWPOINT DR	2,808.30
188-0-192-125	1530 VIEWPOINT DR	2,808.30
188-0-192-135	1540 VIEWPOINT DR	2,808.30
188-0-192-145	1550 VIEWPOINT DR	2,808.30
188-0-192-155	1560 VIEWPOINT DR	2,808.30
188-0-192-165	1570 VIEWPOINT DR	3,593.34
188-0-192-175	1580 VIEWPOINT DR	3,593.34
188-0-192-185	1582 VIEWPOINT DR	2,808.30
188-0-192-195	1584 VIEWPOINT DR	2,808.30
188-0-192-205	1586 VIEWPOINT DR	3,793.02
188-0-192-215	1561 VIEWPOINT DR	3,593.34
188-0-192-225	1551 VIEWPOINT DR	3,593.34
188-0-192-235	1541 VIEWPOINT DR	3,593.34
188-0-192-245	1531 VIEWPOINT DR	3,593.34
188-0-192-255	1521 VIEWPOINT DR	3,593.34
188-0-192-265	1511 VIEWPOINT DR	3,593.34
188-0-192-275	1501 VIEWPOINT DR	3,593.34
188-0-200-025	1227 BAYSIDE CIR	1,255.70
188-0-200-035	1225 BAYSIDE CIR	1,255.70
188-0-200-045	1223 BAYSIDE CIR	1,255.70
188-0-200-055	1221 BAYSIDE CIR	1,255.70
188-0-200-065	1216 BAYSIDE CIR	1,255.70
188-0-200-075	1214 BAYSIDE CIR	1,255.70
188-0-200-085	1212 BAYSIDE CIR	1,255.70
188-0-200-095	1210 BAYSIDE CIR	1,255.70
188-0-200-105	1206 BAYSIDE CIR	1,255.70
188-0-200-115	1204 BAYSIDE CIR	1,255.70
188-0-200-125	1202 BAYSIDE CIR	1,255.70
188-0-200-135	1200 BAYSIDE CIR	1,255.70
188-0-200-145	1217 BAYSIDE CIR	1,255.70
188-0-200-155	1215 BAYSIDE CIR	1,255.70
188-0-200-165	1213 BAYSIDE CIR	1,255.70
188-0-200-175	1211 BAYSIDE CIR	1,255.70
188-0-200-185	1247 BAYSIDE CIR	1,255.70
188-0-200-195	1245 BAYSIDE CIR	1,255.70
188-0-200-205	1243 BAYSIDE CIR	1,255.70
188-0-200-215	1241 BAYSIDE CIR	1,255.70
188-0-200-225	1237 BAYSIDE CIR	1,255.70
188-0-200-235	1235 BAYSIDE CIR	1,255.70
188-0-200-245	1233 BAYSIDE CIR	1,255.70
188-0-200-255	1231 BAYSIDE CIR	1,255.70

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-200-265	1232 BAYSIDE CIR	1,255.70
188-0-200-275	1234 BAYSIDE CIR	1,255.70
188-0-200-285	1236 BAYSIDE CIR	1,255.70
188-0-200-295	1238 BAYSIDE CIR	1,255.70
188-0-200-305	1251 BAYSIDE CIR	1,255.70
188-0-200-315	1253 BAYSIDE CIR	1,255.70
188-0-200-325	1255 BAYSIDE CIR	1,255.70
188-0-200-335	1257 BAYSIDE CIR	1,255.70
188-0-200-345	1269 BAYSIDE LN	1,255.70
188-0-200-355	1259 BAYSIDE LN	1,255.70
188-0-200-365	1249 BAYSIDE LN	1,255.70
188-0-200-375	1239 BAYSIDE LN	1,255.70
188-0-200-385	1261 BAYSIDE CIR	1,255.70
188-0-200-395	1263 BAYSIDE CIR	1,255.70
188-0-200-405	1265 BAYSIDE CIR	1,255.70
188-0-200-415	1267 BAYSIDE CIR	1,255.70
188-0-200-425	1271 BAYSIDE CIR	1,255.70
188-0-200-435	1273 BAYSIDE CIR	1,255.70
188-0-200-445	1275 BAYSIDE CIR	1,255.70
188-0-200-455	1281 BAYSIDE CIR	1,255.70
188-0-200-465	1283 BAYSIDE CIR	1,255.70
188-0-200-475	1285 BAYSIDE CIR	1,255.70
188-0-200-485	1287 BAYSIDE CIR	1,255.70
188-0-200-495	1270 BAYSIDE CIR	1,255.70
188-0-200-505	1272 BAYSIDE CIR	1,255.70
188-0-200-515	1274 BAYSIDE CIR	1,255.70
188-0-200-525	1276 BAYSIDE CIR	1,255.70
188-0-200-535	1282 BAYSIDE CIR	1,255.70
188-0-200-545	1284 BAYSIDE CIR	1,255.70
188-0-200-555	1286 BAYSIDE CIR	1,255.70
188-0-200-565	1288 BAYSIDE CIR	1,255.70
188-0-200-575	1240 BAYSIDE CIR	1,255.70
188-0-200-585	1230 BAYSIDE CIR	1,255.70
188-0-200-595	1220 BAYSIDE CIR	1,255.70
188-0-210-015	1302 BAYSIDE CIR	1,255.70
188-0-210-025	1304 BAYSIDE CIR	1,255.70
188-0-210-035	1306 BAYSIDE CIR	1,255.70
188-0-210-045	1308 BAYSIDE CIR	1,255.70
188-0-210-055	1301 BAYSIDE CIR	1,255.70
188-0-210-065	1303 BAYSIDE CIR	1,255.70
188-0-210-075	1305 BAYSIDE CIR	1,255.70
188-0-210-085	1311 BAYSIDE CIR	1,255.70
188-0-210-095	1313 BAYSIDE CIR	1,255.70
188-0-210-105	1315 BAYSIDE CIR	1,255.70
188-0-210-115	1321 BAYSIDE CIR	1,255.70
188-0-210-125	1323 BAYSIDE CIR	1,255.70
188-0-210-135	1325 BAYSIDE CIR	1,255.70
188-0-210-145	1327 BAYSIDE CIR	1,255.70

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-210-155	1366 BAYSIDE CIR	1,255.70
188-0-210-165	1364 BAYSIDE CIR	1,255.70
188-0-210-175	1362 BAYSIDE CIR	1,255.70
188-0-210-185	1360 BAYSIDE CIR	1,255.70
188-0-210-195	1356 BAYSIDE CIR	1,255.70
188-0-210-205	1354 BAYSIDE CIR	1,255.70
188-0-210-215	1352 BAYSIDE CIR	1,255.70
188-0-210-225	1350 BAYSIDE CIR	1,255.70
188-0-210-235	1346 BAYSIDE CIR	1,255.70
188-0-210-245	1344 BAYSIDE CIR	1,255.70
188-0-210-255	1342 BAYSIDE CIR	1,255.70
188-0-210-265	1340 BAYSIDE CIR	1,255.70
188-0-210-275	1337 BAYSIDE CIR	1,255.70
188-0-210-285	1335 BAYSIDE CIR	1,255.70
188-0-210-295	1333 BAYSIDE CIR	1,255.70
188-0-210-305	1331 BAYSIDE CIR	1,255.70
188-0-220-015	4308 TRADEWINDS DR	1,963.78
188-0-220-035	4312 TRADEWINDS DR	1,060.58
188-0-220-045	4342 TRADEWINDS DR	1,060.58
188-0-220-055	4372 TRADEWINDS DR	1,060.58
188-0-220-065	4314 TRADEWINDS DR	1,060.58
188-0-220-075	4344 TRADEWINDS DR	1,060.58
188-0-220-085	4374 TRADEWINDS DR	1,060.58
188-0-220-095	4316 TRADEWINDS DR	1,060.58
188-0-220-105	4346 TRADEWINDS DR	1,060.58
188-0-220-115	4376 TRADEWINDS DR	1,060.58
188-0-220-125	4318 TRADEWINDS DR	1,060.58
188-0-220-135	4348 TRADEWINDS DR	1,060.58
188-0-220-145	4378 TRADEWINDS DR	1,060.58
188-0-220-155	4320 TRADEWINDS DR	1,060.58
188-0-220-165	4350 TRADEWINDS DR	1,060.58
188-0-220-175	4380 TRADEWINDS DR	1,060.58
188-0-220-185	4322 TRADEWINDS DR	1,060.58
188-0-220-195	4352 TRADEWINDS DR	1,060.58
188-0-220-205	4382 TRADEWINDS DR	1,060.58
188-0-220-215	4324 TRADEWINDS DR	1,060.58
188-0-220-225	4354 TRADEWINDS DR	1,060.58
188-0-220-235	4384 TRADEWINDS DR	1,060.58
188-0-220-245	4326 TRADEWINDS DR	1,060.58
188-0-220-255	4356 TRADEWINDS DR	1,060.58
188-0-220-265	4386 TRADEWINDS DR	1,060.58
188-0-220-275	4328 TRADEWINDS DR	1,060.58
188-0-220-285	4358 TRADEWINDS DR	1,060.58
188-0-220-295	4330 TRADEWINDS DR	1,060.58
188-0-220-305	4360 TRADEWINDS DR	1,060.58
188-0-220-315	4340 TRADEWINDS DR	1,060.58
188-0-220-325	4370 TRADEWINDS DR	1,060.58
188-0-220-335	4396 TRADEWINDS DR	1,060.58

EXHIBIT A**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-220-345	4338 TRADEWINDS DR	1,060.58
188-0-220-355	4368 TRADEWINDS DR	1,060.58
188-0-220-365	4394 TRADEWINDS DR	1,060.58
188-0-220-375	4336 TRADEWINDS DR	1,060.58
188-0-220-385	4366 TRADEWINDS DR	1,060.58
188-0-220-395	4392 TRADEWINDS DR	1,060.58
188-0-220-405	4332 TRADEWINDS DR	1,060.58
188-0-220-415	4362 TRADEWINDS DR	1,060.58
188-0-220-425	4388 TRADEWINDS DR	1,060.58
188-0-220-435	4334 TRADEWINDS DR	1,060.58
188-0-220-445	4364 TRADEWINDS DR	1,060.58
188-0-220-455	4390 TRADEWINDS DR	1,060.58
188-0-220-465	4310 TRADEWINDS DR	1,320.74
188-0-220-475	4310 TRADEWINDS DR	1,392.70
188-0-220-485	4310 TRADEWINDS DR	1,447.64
188-0-220-495	4310 TRADEWINDS DR	696.00
188-0-220-505	4310 TRADEWINDS DR	720.22
188-0-220-515	4310 TRADEWINDS DR	696.00
188-0-220-525	4310 TRADEWINDS DR	696.00
188-0-220-535	4310 TRADEWINDS DR	516.78
188-0-230-015	4228 TRADEWINDS DR	1,060.58
188-0-230-025	4258 TRADEWINDS DR	1,060.58
188-0-230-035	4288 TRADEWINDS DR	1,060.58
188-0-230-045	4226 TRADEWINDS DR	1,060.58
188-0-230-055	4256 TRADEWINDS DR	1,060.58
188-0-230-065	4286 TRADEWINDS DR	1,060.58
188-0-230-075	4224 TRADEWINDS DR	1,060.58
188-0-230-085	4254 TRADEWINDS DR	1,060.58
188-0-230-095	4284 TRADEWINDS DR	1,060.58
188-0-230-105	4222 TRADEWINDS DR	1,060.58
188-0-230-115	4252 TRADEWINDS DR	1,060.58
188-0-230-125	4282 TRADEWINDS DR	1,060.58
188-0-230-135	4220 TRADEWINDS DR	1,060.58
188-0-230-145	4250 TRADEWINDS DR	1,060.58
188-0-230-155	4280 TRADEWINDS DR	1,060.58
188-0-230-165	4218 TRADEWINDS DR	1,060.58
188-0-230-175	4248 TRADEWINDS DR	1,060.58
188-0-230-185	4278 TRADEWINDS DR	1,060.58
188-0-230-195	4216 TRADEWINDS DR	1,060.58
188-0-230-205	4246 TRADEWINDS DR	1,060.58
188-0-230-215	4276 TRADEWINDS DR	1,060.58
188-0-230-225	4214 TRADEWINDS DR	1,060.58
188-0-230-235	4244 TRADEWINDS DR	1,060.58
188-0-230-245	4274 TRADEWINDS DR	1,060.58
188-0-230-255	4212 TRADEWINDS DR	1,060.58
188-0-230-265	4242 TRADEWINDS DR	1,060.58
188-0-230-275	4272 TRADEWINDS DR	1,060.58
188-0-230-285	4210 TRADEWINDS DR	1,060.58

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT Mandalay Bay)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount
188-0-230-295	4240 TRADEWINDS DR	1,060.58
188-0-230-305	4270 TRADEWINDS DR	1,060.58
188-0-230-315	4230 TRADEWINDS DR	1,060.58
188-0-230-325	4260 TRADEWINDS DR	1,060.58
188-0-230-335	4290 TRADEWINDS DR	1,060.58
188-0-230-345	4232 TRADEWINDS DR	1,060.58
188-0-230-355	4262 TRADEWINDS DR	1,060.58
188-0-230-365	4292 TRADEWINDS DR	1,060.58
188-0-230-375	4234 TRADEWINDS DR	1,060.58
188-0-230-385	4264 TRADEWINDS DR	1,060.58
188-0-230-395	4294 TRADEWINDS DR	1,060.58
188-0-230-405	4236 TRADEWINDS DR	1,060.58
188-0-230-415	4266 TRADEWINDS DR	1,060.58
188-0-230-425	4296 TRADEWINDS DR	1,060.58
188-0-230-435	4238 TRADEWINDS DR	1,060.58
188-0-230-445	4268 TRADEWINDS DR	1,060.58
188-0-230-455	4298 TRADEWINDS DR	1,060.58
188-0-230-475	4300 TRADEWINDS DR	1,461.38
188-0-230-485	4300 TRADEWINDS DR	712.36
188-0-230-495	4300 TRADEWINDS DR	733.96
188-0-230-505	4300 TRADEWINDS DR	685.54
188-0-230-515	4300 TRADEWINDS DR	820.30
188-0-230-525	4300 TRADEWINDS DR	502.38
Total	321 Parcels	\$604,176.70

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.17.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Special Tax Levy for Community Facility Districts No. 3 and No. 4 (Seabridge at Mandalay Bay).

RECOMMENDATION

That the City Council, acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4:

1. Adopt a resolution (Attachment 1) setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2018-19; and
2. Adopt a resolution (Attachment 2) setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2018-19.

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

BACKGROUND

CFD No. 3 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,737 (the "Resolution of Formation") establishing CFD No. 3 and Ordinance No. 2676 to levy a special tax sufficient to pay principal, interest, and other periodic costs and administrative expenses with respect to the bonds of CFD No. 3. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year.

There is no formal reserve fund for CFD No. 3 as the bonds were refinanced as a private placement in 2013, with no requirement to fund a reserve. The fund balance consists only of funds necessary to pay principal, interest, and administrative costs. The remaining balance of the bonds is \$24,900,000 with the final payment due on September 1, 2035.

On November 6, 2018, voters within Seabridge at Mandalay Bay approved Measure H which limited the amount of CFD No. 3 special tax revenue used to pay overhead costs of City employees to \$5,000 annually. The FY 2019-2020 City overhead costs is equal to \$5,000.

CFD No. 4 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,739 (the "Resolution of Formation") establishing CFD No. 4 and Ordinance No. 2677 to levy a special tax sufficient to pay certain costs of Services and Incidental Expenses relating to the maintenance of CFD No. 4. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year.

DISCUSSION

The CFD 3 maximum special tax rate in FY 2019-2020 is \$2,930,231.39, the actual amount to be levied is \$1,837,151.78. The CFD 4 total amount of special taxes for CFD No. 4 for FY 2019-2020 is \$994,995.

The following represents a breakdown of the tax levy for CFD No. 4 for the upcoming and most recent fiscal years:

Description	Projected Levy FY 19-20	Actual Levy FY 18-19
Administration	\$166,010	\$105,157
Liability, Worker's Comp, fees, etc.	\$2,506	\$5,746
Election Costs/Publications	\$2,000	\$7,300
Indirect Costs	\$45,781	\$43,170
Channel Maintenance/Repairs	\$50,000	\$50,000
Landscape Maintenance	\$345,606	\$366,150
Contingency	\$165,000	\$69,500
Harbor Patrol	\$192,000	\$986,928
Storm Drain Maintenance	\$0	\$124,960
Police Protection Services	\$26,092	\$26,873
Less: Tax Levy Credit	\$0	(\$277,442)
Total	\$994,995	\$1,508,342

Landscape maintenance costs have also gone up as a result of a new bid and contract award taking effect July 1, 2018, however Harbor Patrol costs have been set to \$192,000.

The maximum allowable tax for CFD No. 4 for FY 2018-2019 is \$1,267,183.58. The Projected Levy for FY 2019-2020 is \$994,995. There was no levy credit for FY 2019-2020. A new reserve fund study was completed in 2019, but has not been adopted.

On November 6, 2018, voters within Seabridge at Mandalay Bay approved Measures F and I. Measure F amended the FY 2018-19 maximum special taxes that can be imposed on developed properties within CFD No. 4. The maximum allowable tax for CFD No. 4 for FY 2019-2020 reflects the voter approved maximum special tax rates plus the approved annual escalation factor of 2%. Measure I reduced the portion of the CFD No. 4 special taxes utilized to pay for harbor patrol costs.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 3 and CFD No. 4 for FY 2019-2020. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 3 and CFD No. 4.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax CFD 3 FY 19-20
2. Resolution Authorizing Levy of Special Tax CFD 4 FY 19-20
3. Exhibit A - CFD 3 & 4 Levies by Location

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT
MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING
THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY
FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY
BAY) FOR THE FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard (“CFD No. 3”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 3, is authorized pursuant to Resolution No. 12,737 (the “Resolution of Formation”) and Ordinance No. 2676 adopted by the City Council on December 14, 2004, (the “Ordinance”) to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to bonds of CFD No. 3 (the “Bonds”) and to pay certain costs of the Public Improvements and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2019-2020 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2019-2020 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 3 entitled “City of Oxnard Community Facilities District No. 3 (Seabridge at Mandalay Bay) Fiscal Year 2019-2020 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the

maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure has been modified by law and this City Council as set forth in the Indenture Between CFD No. 3 and Wells Fargo Bank, National Association, as Fiscal Agent dated as of October 1, 2005.

SECTION 6. As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

SECTION 7. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2019-2020, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this __ day of ____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor of the City Council of the City of Oxnard,
acting on behalf of Community Facilities District No. 3
(Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

Michelle Ascencion
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2019

City Clerk of the City Council of the City of Oxnard

(SEAL)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT
MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING
THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY
FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY
BAY) FOR THE FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard (“CFD No. 4”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 4, is authorized pursuant to Resolution No. 12,739 (the “Resolution of Formation”) and Ordinance No. 2677 adopted by the City Council on December 14, 2004, (the “Ordinance”), as amended by Resolution No. 15,104 adopted on April 3, 2018 (the “Resolution Reducing the Maximum Special Tax” to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2019-2020 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Resolution Reducing the Maximum Special Tax;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2019-2020 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 4 entitled “City of Oxnard Community Facilities District No. 4 (Seabridge at Mandalay Bay) Fiscal Year 2019-2020 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the

maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2019-2020, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this __ day of ____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor of the City Council of the City of Oxnard, acting
on behalf of Community Facilities District No. 4
(Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

Michelle Ascencion
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2019

City Clerk of the City Council of the City of Oxnard

(SEAL)

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-241-015	1301 SEABRIDGE LN	\$3,525.76	188-0-293-085	4054 GALAPAGOS WAY	\$3,216.64
188-0-241-025	1311 SEABRIDGE LN	3,525.76	188-0-293-095	4044 GALAPAGOS WAY	3,525.76
188-0-241-035	1321 SEABRIDGE LN	3,216.64	188-0-293-105	4030 GALAPAGOS WAY	3,525.76
188-0-241-055	1341 SEABRIDGE LN	3,525.76	188-0-293-115	4020 GALAPAGOS WAY	3,216.64
188-0-241-065	1351 SEABRIDGE LN	3,525.76	188-0-293-125	4014 GALAPAGOS WAY	3,525.76
188-0-241-075	1361 SEABRIDGE LN	3,525.76	188-0-293-135	4004 GALAPAGOS WAY	3,525.76
188-0-241-085	1401 SEABRIDGE LN	3,525.76	188-0-293-145	4005 HARBOUR ISLAND LN	3,216.64
188-0-241-095	1411 SEABRIDGE LN	3,525.76	188-0-293-155	4015 HARBOUR ISLAND LN	3,525.76
188-0-241-105	1421 SEABRIDGE LN	3,525.76	188-0-293-165	4025 HARBOUR ISLAND LN	3,525.76
188-0-241-115	1431 SEABRIDGE LN	3,525.76	188-0-293-175	4035 HARBOUR ISLAND LN	3,525.76
188-0-241-125	1441 SEABRIDGE LN	3,216.64	188-0-293-185	4045 HARBOUR ISLAND LN	3,525.76
188-0-241-135	1451 SEABRIDGE LN	3,525.76	188-0-293-195	4055 HARBOUR ISLAND LN	3,525.76
188-0-241-145	1461 SEABRIDGE LN	3,216.64	188-0-293-205	4065 HARBOUR ISLAND LN	3,216.64
188-0-241-155	1462 CASPIAN WAY	3,525.76	188-0-293-215	4075 HARBOUR ISLAND LN	3,525.76
188-0-241-165	1452 CASPIAN WAY	3,525.76	188-0-293-225	4085 HARBOUR ISLAND LN	3,525.76
188-0-241-175	1442 CASPIAN WAY	3,525.76	188-0-293-235	4105 HARBOUR ISLAND LN	3,525.76
188-0-241-185	1432 CASPIAN WAY	3,216.64	188-0-293-245	4115 HARBOUR ISLAND LN	3,525.76
188-0-241-195	1422 CASPIAN WAY	3,525.76	188-0-293-255	4125 HARBOUR ISLAND LN	3,525.76
188-0-241-205	1412 CASPIAN WAY	3,216.64	188-0-293-265	4135 HARBOUR ISLAND LN	3,216.64
188-0-241-215	1402 CASPIAN WAY	3,525.76	188-0-293-275	4145 HARBOUR ISLAND LN	3,525.76
188-0-241-225	1362 CASPIAN WAY	3,525.76	188-0-300-015	4146 HARBOUR ISLAND LN	4,718.78
188-0-241-235	1352 CASPIAN WAY	3,525.76	188-0-300-025	4136 HARBOUR ISLAND LN	4,332.64
188-0-241-245	1342 CASPIAN WAY	3,216.64	188-0-300-035	4126 HARBOUR ISLAND LN	4,718.78
188-0-241-255	1332 CASPIAN WAY	3,525.76	188-0-300-045	4116 HARBOUR ISLAND LN	4,718.78
188-0-241-265	1322 CASPIAN WAY	3,216.64	188-0-300-055	4106 HARBOUR ISLAND LN	4,332.64
188-0-241-275	1312 CASPIAN WAY	3,216.64	188-0-300-065	4076 HARBOUR ISLAND LN	4,718.78
188-0-241-285	1302 CASPIAN WAY	3,525.76	188-0-300-075	4066 HARBOUR ISLAND LN	4,332.64
188-0-242-015	1303 CASPIAN WAY	3,216.64	188-0-300-085	4056 HARBOUR ISLAND LN	4,718.78
188-0-242-025	1313 CASPIAN WAY	3,525.76	188-0-300-095	4046 HARBOUR ISLAND LN	4,718.78
188-0-242-035	1323 CASPIAN WAY	3,216.64	188-0-300-105	4036 HARBOUR ISLAND LN	4,718.78
188-0-242-045	1333 CASPIAN WAY	3,525.76	188-0-300-115	4026 HARBOUR ISLAND LN	4,332.64
188-0-242-055	1343 CASPIAN WAY	3,525.76	188-0-300-125	4016 HARBOUR ISLAND LN	4,718.78
188-0-242-065	1353 CASPIAN WAY	3,525.76	188-0-300-135	4006 HARBOUR ISLAND LN	4,718.78
188-0-242-075	1363 CASPIAN WAY	3,216.64	188-0-300-145	3976 HARBOUR ISLAND LN	4,718.78
188-0-242-085	1403 CASPIAN WAY	3,525.76	188-0-300-155	3966 HARBOUR ISLAND LN	4,332.64
188-0-242-095	1413 CASPIAN WAY	3,525.76	188-0-300-165	3956 HARBOUR ISLAND LN	4,718.78
188-0-242-105	1423 CASPIAN WAY	3,525.76	188-0-300-175	3946 HARBOUR ISLAND LN	4,718.78
188-0-242-115	1433 CASPIAN WAY	3,525.76	188-0-300-185	1911 NAPOLI DR	4,718.78
188-0-242-125	1443 CASPIAN WAY	3,216.64	188-0-300-195	1921 NAPOLI DR	4,718.78
188-0-242-135	1453 CASPIAN WAY	3,525.76	188-0-300-205	3907 W HEMLOCK ST	4,718.78
188-0-242-145	1463 CASPIAN WAY	3,525.76	188-0-300-215	3917 W HEMLOCK ST	4,332.64
188-0-242-155	1464 DONEGAL WAY	3,525.76	188-0-300-225	3927 W HEMLOCK ST	4,718.78
188-0-242-165	1454 DONEGAL WAY	3,216.64	188-0-300-235	3937 W HEMLOCK ST	4,718.78
188-0-242-175	1444 DONEGAL WAY	3,525.76	188-0-300-245	3947 W HEMLOCK ST	4,718.78
188-0-242-185	1434 DONEGAL WAY	3,216.64	188-0-300-255	3957 W HEMLOCK ST	4,718.78
188-0-242-195	1424 DONEGAL WAY	3,525.76	188-0-300-265	3967 W HEMLOCK ST	4,718.78
188-0-242-205	1414 DONEGAL WAY	3,216.64	188-0-300-275	3977 W HEMLOCK ST	4,718.78
188-0-242-215	1404 DONEGAL WAY	3,525.76	188-0-300-285	4007 W HEMLOCK ST	4,332.64
188-0-242-225	1364 DONEGAL WAY	3,525.76	188-0-300-295	4017 W HEMLOCK ST	4,718.78
188-0-242-235	1354 DONEGAL WAY	3,216.64	188-0-300-305	4027 W HEMLOCK ST	4,718.78
188-0-242-245	1344 DONEGAL WAY	3,216.64	188-0-300-315	4037 W HEMLOCK ST	4,332.64
188-0-242-255	1334 DONEGAL WAY	3,525.76	188-0-300-325	4047 W HEMLOCK ST	4,718.78
188-0-242-265	1324 DONEGAL WAY	3,525.76	188-0-300-335	4057 W HEMLOCK ST	4,718.78
188-0-242-275	1314 DONEGAL WAY	3,216.64	188-0-300-345	4067 W HEMLOCK ST	4,332.64
188-0-242-285	1304 DONEGAL WAY	3,525.76	188-0-300-355	4077 W HEMLOCK ST	4,718.78
188-0-243-015	1305 DONEGAL WAY	3,216.64	188-0-300-365	4107 W HEMLOCK ST	4,718.78
188-0-243-025	1315 DONEGAL WAY	3,525.76	188-0-300-375	4117 W HEMLOCK ST	4,718.78

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-243-035	1325 DONEGAL WAY	3,216.64	188-0-300-385	4127 W HEMLOCK ST	4,718.78
188-0-243-045	1335 DONEGAL WAY	3,525.76	188-0-300-395	4137 W HEMLOCK ST	4,718.78
188-0-243-055	1345 DONEGAL WAY	3,525.76	188-0-300-405	4147 W HEMLOCK ST	4,718.78
188-0-243-065	1355 DONEGAL WAY	3,525.76	188-0-300-415	4157 W HEMLOCK ST	4,718.78
188-0-243-075	1365 DONEGAL WAY	3,216.64	188-0-300-425	4167 W HEMLOCK ST	4,332.64
188-0-243-095	1415 DONEGAL WAY	3,525.76	188-0-300-435	4177 W HEMLOCK ST	4,332.64
188-0-243-105	1425 DONEGAL WAY	3,525.76	188-0-300-445	4181 W HEMLOCK ST	4,718.78
188-0-243-115	1435 DONEGAL WAY	3,525.76	188-0-310-045	1651 S VICTORIA AVE	22,289.28
188-0-243-125	1445 DONEGAL WAY	3,216.64	188-0-310-055	NOT AVAILABLE	136,596.20
188-0-243-135	1455 DONEGAL WAY	3,525.76	188-0-320-015	1409 WINDSHORE WAY	2,033.48
188-0-243-145	1465 DONEGAL WAY	3,216.64	188-0-320-025	1407 WINDSHORE WAY	2,520.36
188-0-243-155	1475 DONEGAL WAY	3,525.76	188-0-320-035	1405 WINDSHORE WAY	2,033.48
188-0-243-165	1486 ESTUARY WAY	3,216.64	188-0-320-045	1403 WINDSHORE WAY	2,033.48
188-0-243-175	1476 ESTUARY WAY	3,525.76	188-0-320-055	1401 WINDSHORE WAY	2,520.36
188-0-243-185	1466 ESTUARY WAY	3,216.64	188-0-320-065	1411 WINDSHORE WAY	2,033.48
188-0-243-195	1456 ESTUARY WAY	3,525.76	188-0-320-075	1413 WINDSHORE WAY	2,033.48
188-0-243-205	1446 ESTUARY WAY	3,216.64	188-0-320-085	1415 WINDSHORE WAY	2,033.48
188-0-243-215	1436 ESTUARY WAY	3,525.76	188-0-320-095	1417 WINDSHORE WAY	2,033.48
188-0-243-225	1426 ESTUARY WAY	3,216.64	188-0-320-105	1427 WINDSHORE WAY	2,520.36
188-0-243-235	1416 ESTUARY WAY	3,525.76	188-0-320-115	1425 WINDSHORE WAY	2,033.48
188-0-243-245	1406 ESTUARY WAY	3,525.76	188-0-320-125	1423 WINDSHORE WAY	2,033.48
188-0-243-255	1366 ESTUARY WAY	3,525.76	188-0-320-135	1421 WINDSHORE WAY	2,520.36
188-0-243-265	1356 ESTUARY WAY	3,216.64	188-0-320-145	1419 WINDSHORE WAY	2,033.48
188-0-243-275	1346 ESTUARY WAY	3,525.76	188-0-320-155	1439 WINDSHORE WAY	2,033.48
188-0-243-285	1336 ESTUARY WAY	3,525.76	188-0-320-165	1437 WINDSHORE WAY	2,520.36
188-0-243-295	1326 ESTUARY WAY	3,216.64	188-0-320-175	1435 WINDSHORE WAY	2,033.48
188-0-243-305	1316 ESTUARY WAY	3,525.76	188-0-320-185	1433 WINDSHORE WAY	2,033.48
188-0-244-015	1477 ESTUARY WAY	4,066.96	188-0-320-195	1431 WINDSHORE WAY	2,520.36
188-0-244-025	1467 ESTUARY WAY	4,332.64	188-0-320-205	1441 WINDSHORE WAY	2,033.48
188-0-244-035	1457 ESTUARY WAY	4,332.64	188-0-320-215	1443 WINDSHORE WAY	2,033.48
188-0-244-045	1447 ESTUARY WAY	4,332.64	188-0-320-225	1445 WINDSHORE WAY	2,033.48
188-0-244-055	1437 ESTUARY WAY	4,066.96	188-0-320-235	1447 WINDSHORE WAY	2,033.48
188-0-244-065	1427 ESTUARY WAY	4,066.96	188-0-320-245	1457 WINDSHORE WAY	2,520.36
188-0-244-075	1417 ESTUARY WAY	4,332.64	188-0-320-255	1455 WINDSHORE WAY	2,033.48
188-0-244-085	1407 ESTUARY WAY	4,332.64	188-0-320-265	1453 WINDSHORE WAY	2,033.48
188-0-244-095	1367 ESTUARY WAY	4,066.96	188-0-320-275	1451 WINDSHORE WAY	2,520.36
188-0-244-105	1357 ESTUARY WAY	4,332.64	188-0-320-285	1449 WINDSHORE WAY	2,033.48
188-0-244-115	1347 ESTUARY WAY	4,066.96	188-0-320-295	1469 WINDSHORE WAY	2,033.48
188-0-244-125	1337 ESTUARY WAY	4,332.64	188-0-320-305	1467 WINDSHORE WAY	2,520.36
188-0-244-135	1327 ESTUARY WAY	4,332.64	188-0-320-315	1465 WINDSHORE WAY	2,033.48
188-0-244-145	1317 ESTUARY WAY	4,066.96	188-0-320-325	1463 WINDSHORE WAY	2,033.48
188-0-244-155	1301 ESTUARY WAY	4,332.64	188-0-320-335	1461 WINDSHORE WAY	2,520.36
188-0-244-165	4181 ADRIATIC ST	4,332.64	188-0-320-345	1471 WINDSHORE WAY	2,033.48
188-0-244-175	4171 ADRIATIC ST	4,332.64	188-0-320-355	1473 WINDSHORE WAY	2,033.48
188-0-244-185	4161 ADRIATIC ST	4,066.96	188-0-320-365	1475 WINDSHORE WAY	2,033.48
188-0-244-195	4151 ADRIATIC ST	4,332.64	188-0-320-375	1477 WINDSHORE WAY	2,033.48
188-0-244-205	4141 ADRIATIC ST	4,332.64	188-0-320-385	1487 WINDSHORE WAY	2,520.36
188-0-244-215	4131 ADRIATIC ST	4,332.64	188-0-320-395	1485 WINDSHORE WAY	2,033.48
188-0-245-015	4111 ADRIATIC ST	4,066.96	188-0-320-405	1483 WINDSHORE WAY	2,033.48
188-0-245-025	4101 ADRIATIC ST	4,332.64	188-0-320-415	1481 WINDSHORE WAY	2,520.36
188-0-245-035	4061 ADRIATIC ST	4,332.64	188-0-320-425	1479 WINDSHORE WAY	2,033.48
188-0-245-045	4051 ADRIATIC ST	4,066.96	188-0-330-015	1509 WINDSHORE WAY	2,033.48
188-0-245-055	4041 ADRIATIC ST	4,332.64	188-0-330-025	1507 WINDSHORE WAY	2,520.36
188-0-245-065	4031 ADRIATIC ST	4,066.96	188-0-330-035	1505 WINDSHORE WAY	2,033.48
188-0-245-075	4021 ADRIATIC ST	4,332.64	188-0-330-045	1503 WINDSHORE WAY	2,033.48
188-0-245-085	4011 ADRIATIC ST	4,066.96	188-0-330-055	1501 WINDSHORE WAY	2,520.36
188-0-245-095	4001 ADRIATIC ST	4,332.64	188-0-330-065	1511 WINDSHORE WAY	2,033.48

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-250-075	1101 S VICTORIA AVE	15,405.60	188-0-330-075	1513 WINDSHORE WAY	2,033.48
188-0-250-205	1299 S VICTORIA AVE	659.62	188-0-330-085	1515 WINDSHORE WAY	2,033.48
188-0-250-225	1201 S VICTORIA AVE	11,513.96	188-0-330-095	1517 WINDSHORE WAY	2,033.48
188-0-250-285	1291 S VICTORIA AVE	35,748.34	188-0-330-105	1527 WINDSHORE WAY	2,520.36
188-0-260-035	4154 CARIBBEAN ST	4,718.78	188-0-330-115	1525 WINDSHORE WAY	2,033.48
188-0-260-045	4164 CARIBBEAN ST	4,332.64	188-0-330-125	1523 WINDSHORE WAY	2,033.48
188-0-260-055	4174 CARIBBEAN ST	4,718.78	188-0-330-135	1521 WINDSHORE WAY	2,520.36
188-0-260-065	4184 CARIBBEAN ST	4,332.64	188-0-330-145	1519 WINDSHORE WAY	2,033.48
188-0-260-075	4194 CARIBBEAN ST	4,718.78	188-0-330-155	1539 WINDSHORE WAY	2,033.48
188-0-260-085	4204 CARIBBEAN ST	4,718.78	188-0-330-165	1537 WINDSHORE WAY	2,520.36
188-0-260-095	4214 CARIBBEAN ST	4,332.64	188-0-330-175	1535 WINDSHORE WAY	2,033.48
188-0-260-105	1537 ESTUARY WAY	4,332.64	188-0-330-185	1533 WINDSHORE WAY	2,033.48
188-0-260-115	1527 ESTUARY WAY	4,718.78	188-0-330-195	1531 WINDSHORE WAY	2,520.36
188-0-260-125	1517 ESTUARY WAY	4,718.78	188-0-330-205	1541 WINDSHORE WAY	2,033.48
188-0-260-135	1507 ESTUARY WAY	4,718.78	188-0-330-215	1543 WINDSHORE WAY	2,033.48
188-0-260-145	1501 ESTUARY WAY	4,332.64	188-0-330-225	1545 WINDSHORE WAY	2,033.48
188-0-271-025	4164 BALTIC ST	3,525.76	188-0-330-235	1547 WINDSHORE WAY	2,033.48
188-0-271-035	4154 BALTIC ST	4,039.32	188-0-330-245	1557 WINDSHORE WAY	2,520.36
188-0-271-045	4144 BALTIC ST	4,039.32	188-0-330-255	1555 WINDSHORE WAY	2,033.48
188-0-271-065	4124 BALTIC ST	3,525.76	188-0-330-265	1553 WINDSHORE WAY	2,033.48
188-0-271-075	4114 BALTIC ST	4,039.32	188-0-330-275	1551 WINDSHORE WAY	2,520.36
188-0-271-085	4104 BALTIC ST	4,039.32	188-0-330-285	1549 WINDSHORE WAY	2,033.48
188-0-271-095	4072 BALTIC ST	3,525.76	188-0-330-295	1569 WINDSHORE WAY	2,033.48
188-0-271-105	4062 BALTIC ST	4,039.32	188-0-330-305	1567 WINDSHORE WAY	2,520.36
188-0-271-115	4052 BALTIC ST	4,039.32	188-0-330-315	1565 WINDSHORE WAY	2,033.48
188-0-271-125	4042 BALTIC ST	4,039.32	188-0-330-325	1563 WINDSHORE WAY	2,033.48
188-0-271-135	4032 BALTIC ST	3,525.76	188-0-330-335	1561 WINDSHORE WAY	2,520.36
188-0-271-145	1501 SEABRIDGE LN	3,525.76	188-0-330-345	1571 WINDSHORE WAY	2,033.48
188-0-271-155	1507 SEABRIDGE LN	4,039.32	188-0-330-355	1573 WINDSHORE WAY	2,033.48
188-0-271-165	1517 SEABRIDGE LN	3,525.76	188-0-330-365	1575 WINDSHORE WAY	2,033.48
188-0-271-175	1527 SEABRIDGE LN	3,525.76	188-0-330-375	1577 WINDSHORE WAY	2,033.48
188-0-271-185	4033 CARIBBEAN ST	4,039.32	188-0-330-385	1587 WINDSHORE WAY	2,520.36
188-0-271-195	4043 CARIBBEAN ST	3,525.76	188-0-330-395	1585 WINDSHORE WAY	2,033.48
188-0-271-205	4053 CARIBBEAN ST	4,039.32	188-0-330-405	1583 WINDSHORE WAY	2,033.48
188-0-271-215	4103 CARIBBEAN ST	4,039.32	188-0-330-415	1581 WINDSHORE WAY	2,520.36
188-0-271-225	4113 CARIBBEAN ST	3,525.76	188-0-330-425	1579 WINDSHORE WAY	2,033.48
188-0-271-235	4123 CARIBBEAN ST	4,039.32	188-0-340-015	1500 SEABRIDGE LN	2,520.36
188-0-271-245	4133 CARIBBEAN ST	4,039.32	188-0-340-025	1502 SEABRIDGE LN	2,033.48
188-0-271-255	4143 CARIBBEAN ST	3,525.76	188-0-340-035	1504 SEABRIDGE LN	2,033.48
188-0-271-265	4153 CARIBBEAN ST	4,039.32	188-0-340-055	1508 SEABRIDGE LN	2,033.48
188-0-271-275	4163 CARIBBEAN ST	3,525.76	188-0-340-065	1518 SEABRIDGE LN	2,033.48
188-0-271-285	4173 CARIBBEAN ST	4,039.32	188-0-340-075	1520 SEABRIDGE LN	2,520.36
188-0-271-295	4183 CARIBBEAN ST	4,039.32	188-0-340-085	1522 SEABRIDGE LN	2,033.48
188-0-272-015	4144 CARIBBEAN ST	4,718.78	188-0-340-095	1524 SEABRIDGE LN	2,033.48
188-0-272-025	4134 CARIBBEAN WAY	4,718.78	188-0-340-105	1526 SEABRIDGE LN	2,520.36
188-0-272-035	4124 CARIBBEAN ST	4,332.64	188-0-340-115	1516 SEABRIDGE LN	2,033.48
188-0-272-045	4114 CARIBBEAN ST	4,718.78	188-0-340-125	1514 SEABRIDGE LN	2,033.48
188-0-272-055	4104 CARIBBEAN ST	4,332.64	188-0-340-135	1512 SEABRIDGE LN	2,033.48
188-0-272-065	4054 CARIBBEAN ST	4,718.78	188-0-340-145	1510 SEABRIDGE LN	2,033.48
188-0-272-075	4044 CARIBBEAN ST	4,332.64	188-0-340-155	1530 SEABRIDGE LN	2,520.36
188-0-272-085	4034 CARIBBEAN ST	4,718.78	188-0-340-165	1532 SEABRIDGE LN	2,033.48
188-0-272-095	4024 CARIBBEAN ST	4,718.78	188-0-340-175	1534 SEABRIDGE LN	2,033.48
188-0-272-105	4014 CARIBBEAN ST	4,718.78	188-0-340-185	1536 SEABRIDGE LN	2,520.36
188-0-272-115	4004 CARIBBEAN ST	4,332.64	188-0-340-195	1538 SEABRIDGE LN	2,033.48
188-0-272-205	1601 S VICTORIA AVE	25,083.70	188-0-340-205	1548 SEABRIDGE LN	2,033.48
188-0-280-015	1414 WINDSHORE WAY	1,737.20	188-0-340-215	1550 SEABRIDGE LN	2,520.36
188-0-280-025	1416 WINDSHORE WAY	1,737.20	188-0-340-225	1552 SEABRIDGE LN	2,033.48

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-280-035	1418 WINDSHORE WAY	2,033.48	188-0-340-235	1554 SEABRIDGE LN	2,033.48
188-0-280-045	1400 WINDSHORE WAY	1,737.20	188-0-340-245	1556 SEABRIDGE LN	2,520.36
188-0-280-055	3818 ALEE LN	1,737.20	188-0-340-255	1546 SEABRIDGE LN	2,033.48
188-0-280-065	3816 ALEE LN	2,033.48	188-0-340-265	1544 SEABRIDGE LN	2,033.48
188-0-280-075	3814 ALEE LN	2,033.48	188-0-340-275	1542 SEABRIDGE LN	2,033.48
188-0-280-085	3812 ALEE LN	2,033.48	188-0-340-285	1540 SEABRIDGE LN	2,033.48
188-0-280-095	3810 ALEE LN	2,033.48	188-0-340-295	1560 SEABRIDGE LN	2,520.36
188-0-280-105	3800 ALEE LN	1,737.20	188-0-340-305	1562 SEABRIDGE LN	2,033.48
188-0-280-115	1402 WINDSHORE WAY	1,737.20	188-0-340-315	1564 SEABRIDGE LN	2,033.48
188-0-280-125	1406 WINDSHORE WAY	2,033.48	188-0-340-325	1566 SEABRIDGE LN	2,520.36
188-0-280-135	1408 WINDSHORE WAY	1,737.20	188-0-340-335	1568 SEABRIDGE LN	2,033.48
188-0-280-145	1410 WINDSHORE WAY	1,737.20	188-0-340-345	1578 SEABRIDGE LN	2,033.48
188-0-280-155	1428 WINDSHORE WAY	1,737.20	188-0-340-355	1580 SEABRIDGE LN	2,520.36
188-0-280-165	1430 WINDSHORE WAY	1,737.20	188-0-340-365	1582 SEABRIDGE LN	2,033.48
188-0-280-175	1432 WINDSHORE WAY	2,033.48	188-0-340-375	1584 SEABRIDGE LN	2,033.48
188-0-280-185	1434 WINDSHORE WAY	1,737.20	188-0-340-385	1586 SEABRIDGE LN	2,520.36
188-0-280-195	1436 WINDSHORE WAY	1,737.20	188-0-340-395	1576 SEABRIDGE LN	2,033.48
188-0-280-205	1438 WINDSHORE WAY	2,033.48	188-0-340-405	1574 SEABRIDGE LN	2,033.48
188-0-280-215	1440 WINDSHORE WAY	2,033.48	188-0-340-415	1572 SEABRIDGE LN	2,033.48
188-0-280-225	1442 WINDSHORE WAY	2,033.48	188-0-340-425	1570 SEABRIDGE LN	2,033.48
188-0-280-235	1444 WINDSHORE WAY	2,033.48	188-0-350-065	1901 S VICTORIA AVE	1,464.62
188-0-280-245	1446 WINDSHORE WAY	1,737.20	188-0-350-075	1901 S VICTORIA AVE	1,737.20
188-0-280-255	1448 WINDSHORE WAY	1,737.20	188-0-350-085	1901 S VICTORIA AVE	1,737.20
188-0-280-265	1420 WINDSHORE WAY	2,033.48	188-0-350-095	1901 S VICTORIA AVE	1,737.20
188-0-280-275	1422 WINDSHORE WAY	1,737.20	188-0-350-105	1901 S VICTORIA AVE	1,737.20
188-0-280-285	1424 WINDSHORE WAY	1,737.20	188-0-350-115	1901 S VICTORIA AVE	1,464.62
188-0-280-295	1524 WINDSHORE WAY	1,737.20	188-0-350-125	1901 S VICTORIA AVE	1,464.62
188-0-280-305	1526 WINDSHORE WAY	1,737.20	188-0-350-135	1901 S VICTORIA AVE	1,737.20
188-0-280-315	1528 WINDSHORE WAY	2,033.48	188-0-350-145	1901 S VICTORIA AVE	1,737.20
188-0-280-325	1500 WINDSHORE WAY	1,737.20	188-0-350-155	1901 S VICTORIA AVE	1,737.20
188-0-280-335	1502 WINDSHORE WAY	1,737.20	188-0-350-165	1901 S VICTORIA AVE	1,737.20
188-0-280-345	1504 WINDSHORE WAY	2,033.48	188-0-350-175	1901 S VICTORIA AVE	1,464.62
188-0-280-355	1506 WINDSHORE WAY	2,033.48	188-0-350-235	1901 S VICTORIA AVE	2,033.48
188-0-280-365	1508 WINDSHORE WAY	2,033.48	188-0-350-245	1901 S VICTORIA AVE	1,737.20
188-0-280-375	1510 WINDSHORE WAY	2,033.48	188-0-350-255	1901 S VICTORIA AVE	2,033.48
188-0-280-385	1512 WINDSHORE WAY	1,737.20	188-0-350-265	1901 S VICTORIA AVE	2,033.48
188-0-280-395	1514 WINDSHORE WAY	1,737.20	188-0-350-275	1901 S VICTORIA AVE	2,033.48
188-0-280-405	1516 WINDSHORE WAY	2,033.48	188-0-350-285	1901 S VICTORIA AVE	2,033.48
188-0-280-415	1518 WINDSHORE WAY	1,737.20	188-0-350-295	1901 S VICTORIA AVE	1,737.20
188-0-280-425	1520 WINDSHORE WAY	1,737.20	188-0-350-305	1901 S VICTORIA AVE	1,737.20
188-0-280-435	1538 WINDSHORE WAY	1,737.20	188-0-350-315	1901 S VICTORIA AVE	2,033.48
188-0-280-445	1540 WINDSHORE WAY	1,737.20	188-0-350-325	1901 S VICTORIA AVE	2,033.48
188-0-280-455	1542 WINDSHORE WAY	2,033.48	188-0-350-335	1901 S VICTORIA AVE	2,033.48
188-0-280-465	1544 WINDSHORE WAY	1,737.20	188-0-350-345	1901 S VICTORIA AVE	2,033.48
188-0-280-475	1546 WINDSHORE WAY	1,737.20	188-0-350-355	1901 S VICTORIA AVE	1,737.20
188-0-280-485	1548 WINDSHORE WAY	2,033.48	188-0-350-365	1901 S VICTORIA AVE	2,033.48
188-0-280-495	1550 WINDSHORE WAY	2,033.48	188-0-350-375	1901 S VICTORIA AVE	1,464.62
188-0-280-505	1552 WINDSHORE WAY	2,033.48	188-0-350-385	1901 S VICTORIA AVE	1,464.62
188-0-280-515	1554 WINDSHORE WAY	2,033.48	188-0-350-395	1901 S VICTORIA AVE	1,464.62
188-0-280-525	1556 WINDSHORE WAY	1,737.20	188-0-350-405	1901 S VICTORIA AVE	1,464.62
188-0-280-535	1558 WINDSHORE WAY	1,737.20	188-0-350-415	1901 S VICTORIA AVE	1,737.20
188-0-280-545	1530 WINDSHORE WAY	2,033.48	188-0-350-425	1901 S VICTORIA AVE	2,033.48
188-0-280-555	1532 WINDSHORE WAY	1,737.20	188-0-350-435	1901 S VICTORIA AVE	2,033.48
188-0-280-565	1534 WINDSHORE WAY	1,737.20	188-0-350-445	1901 S VICTORIA AVE	2,033.48
188-0-291-025	4071 FARRALON WAY	4,718.78	188-0-350-455	1901 S VICTORIA AVE	2,033.48
188-0-291-035	4061 FARRALON WAY	4,718.78	188-0-361-015	4012 TRADEWINDS DR	2,033.48
188-0-291-045	4051 FARRALON WAY	4,718.78	188-0-361-025	NOT AVAILABLE	2,520.36

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-291-055	4041 FARRALON WAY	4,718.78	188-0-361-035	4016 TRADEWINDS DR	2,033.48
188-0-291-065	4031 FARRALON WAY	4,718.78	188-0-361-045	NOT AVAILABLE	2,033.48
188-0-291-075	4021 FARRALON WAY	4,332.64	188-0-361-055	NOT AVAILABLE	2,520.36
188-0-291-085	4011 FARRALON WAY	4,718.78	188-0-361-065	4010 TRADEWINDS DR	2,033.48
188-0-291-095	4001 FARRALON WAY	4,718.78	188-0-361-075	4008 TRADEWINDS DR	2,033.48
188-0-291-105	1702 ALEUTIAN WAY	4,718.78	188-0-361-085	4006 TRADEWINDS DR	2,033.48
188-0-291-115	1712 ALEUTIAN WAY	4,718.78	188-0-361-095	4004 TRADEWINDS DR	2,033.48
188-0-291-125	1724 ALEUTIAN WAY	4,718.78	188-0-361-105	NOT AVAILABLE	2,033.48
188-0-291-135	1734 ALEUTIAN WAY	4,718.78	188-0-361-115	4000 TRADEWINDS DR	2,033.48
188-0-291-145	1744 ALEUTIAN WAY	4,332.64	188-0-362-015	NOT AVAILABLE	2,033.48
188-0-291-155	1800 ALEUTIAN WAY	4,718.78	188-0-362-025	NOT AVAILABLE	2,520.36
188-0-291-165	1804 ALEUTIAN WAY	4,718.78	188-0-362-035	NOT AVAILABLE	2,033.48
188-0-291-175	1814 ALEUTIAN WAY	4,718.78	188-0-362-045	NOT AVAILABLE	2,033.48
188-0-291-185	1824 ALEUTIAN WAY	4,332.64	188-0-362-055	NOT AVAILABLE	2,520.36
188-0-292-015	4082 FARRALON WAY	3,525.76	188-0-362-065	4032 TRADEWINDS DR	2,033.48
188-0-292-025	4072 FARRALON WAY	3,216.64	188-0-362-075	4030 TRADEWINDS DR	2,033.48
188-0-292-035	4062 FARRALON WAY	3,525.76	188-0-362-085	4028 TRADEWINDS DR	2,033.48
188-0-292-045	4052 FARRALON WAY	3,525.76	188-0-362-095	NOT AVAILABLE	2,033.48
188-0-292-055	4042 FARRALON WAY	3,525.76	188-0-362-105	NOT AVAILABLE	2,033.48
188-0-292-065	4032 FARRALON WAY	3,216.64	188-0-362-115	4022 TRADEWINDS DR	2,033.48
188-0-292-075	4022 FARRALON WAY	3,525.76	188-0-363-015	4056 TRADEWINDS DR	2,033.48
188-0-292-085	4012 FARRALON WAY	3,525.76	188-0-363-025	4058 TRADEWINDS DR	2,520.36
188-0-292-095	4002 FARRALON WAY	3,216.64	188-0-363-035	NOT AVAILABLE	2,033.48
188-0-292-105	4003 GALAPAGOS WAY	3,525.76	188-0-363-045	NOT AVAILABLE	2,033.48
188-0-292-115	4013 GALAPAGOS WAY	3,216.64	188-0-363-055	NOT AVAILABLE	2,520.36
188-0-292-125	4023 GALAPAGOS WAY	3,525.76	188-0-363-065	NOT AVAILABLE	2,033.48
188-0-292-135	4033 GALAPAGOS WAY	3,525.76	188-0-363-075	NOT AVAILABLE	2,033.48
188-0-292-145	4043 GALAPAGOS WAY	3,525.76	188-0-363-085	NOT AVAILABLE	2,033.48
188-0-292-155	4053 GALAPAGOS WAY	3,525.76	188-0-363-095	NOT AVAILABLE	2,033.48
188-0-292-165	4063 GALAPAGOS WAY	3,216.64	188-0-363-105	NOT AVAILABLE	2,033.48
188-0-292-175	4073 GALAPAGOS WAY	3,525.76	188-0-363-115	4044 TRADEWINDS DR	2,033.48
188-0-292-185	4103 GALAPAGOS WAY	3,525.76	188-0-364-015	4074 TRADEWINDS DR	2,033.48
188-0-292-195	4113 GALAPAGOS WAY	3,525.76	188-0-364-025	4076 TRADEWINDS DR	2,520.36
188-0-292-205	4123 GALAPAGOS WAY	3,525.76	188-0-364-035	NOT AVAILABLE	2,033.48
188-0-293-015	4134 GALAPAGOS WAY	3,216.64	188-0-364-045	NOT AVAILABLE	2,033.48
188-0-293-025	4124 GALAPAGOS WAY	3,525.76	188-0-364-055	NOT AVAILABLE	2,520.36
188-0-293-035	4114 GALAPAGOS WAY	3,525.76	188-0-364-065	NOT AVAILABLE	2,033.48
188-0-293-045	4104 GALAPAGOS WAY	3,216.64	188-0-364-075	4070 TRADEWINDS DR	2,033.48
188-0-293-055	4084 GALAPAGOS WAY	3,525.76	188-0-364-085	4068 TRADEWINDS DR	2,033.48
188-0-293-065	4074 GALAPAGOS WAY	3,525.76	188-0-364-095	4066 TRADEWINDS DR	2,033.48
188-0-293-075	4064 GALAPAGOS WAY	3,525.76	Total	537 Parcels	\$1,842,153.04

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-241-015	1301 SEABRIDGE LN	\$1,866.90	188-0-293-065	4074 GALAPAGOS WAY	\$1,866.90
188-0-241-025	1311 SEABRIDGE LN	1,866.90	188-0-293-075	4064 GALAPAGOS WAY	1,866.90
188-0-241-035	1321 SEABRIDGE LN	1,706.72	188-0-293-085	4054 GALAPAGOS WAY	1,706.72
188-0-241-045	1331 SEABRIDGE LN	1,866.90	188-0-293-095	4044 GALAPAGOS WAY	1,866.90
188-0-241-055	1341 SEABRIDGE LN	1,866.90	188-0-293-105	4030 GALAPAGOS WAY	1,866.90

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-241-065	1351 SEABRIDGE LN	1,866.90	188-0-293-115	4020 GALAPAGOS WAY	1,706.72
188-0-241-075	1361 SEABRIDGE LN	1,866.90	188-0-293-125	4014 GALAPAGOS WAY	1,866.90
188-0-241-085	1401 SEABRIDGE LN	1,866.90	188-0-293-135	4004 GALAPAGOS WAY	1,866.90
188-0-241-095	1411 SEABRIDGE LN	1,866.90	188-0-293-145	4005 HARBOUR ISLAND LN	1,706.72
188-0-241-105	1421 SEABRIDGE LN	1,866.90	188-0-293-155	4015 HARBOUR ISLAND LN	1,866.90
188-0-241-115	1431 SEABRIDGE LN	1,866.90	188-0-293-165	4025 HARBOUR ISLAND LN	1,866.90
188-0-241-125	1441 SEABRIDGE LN	1,706.72	188-0-293-175	4035 HARBOUR ISLAND LN	1,866.90
188-0-241-135	1451 SEABRIDGE LN	1,866.90	188-0-293-185	4045 HARBOUR ISLAND LN	1,866.90
188-0-241-145	1461 SEABRIDGE LN	1,706.72	188-0-293-195	4055 HARBOUR ISLAND LN	1,866.90
188-0-241-155	1462 CASPIAN WAY	1,866.90	188-0-293-205	4065 HARBOUR ISLAND LN	1,706.72
188-0-241-165	1452 CASPIAN WAY	1,866.90	188-0-293-215	4075 HARBOUR ISLAND LN	1,866.90
188-0-241-175	1442 CASPIAN WAY	1,866.90	188-0-293-225	4085 HARBOUR ISLAND LN	1,866.90
188-0-241-185	1432 CASPIAN WAY	1,706.72	188-0-293-235	4105 HARBOUR ISLAND LN	1,866.90
188-0-241-195	1422 CASPIAN WAY	1,866.90	188-0-293-245	4115 HARBOUR ISLAND LN	1,866.90
188-0-241-205	1412 CASPIAN WAY	1,706.72	188-0-293-255	4125 HARBOUR ISLAND LN	1,866.90
188-0-241-215	1402 CASPIAN WAY	1,866.90	188-0-293-265	4135 HARBOUR ISLAND LN	1,706.72
188-0-241-225	1362 CASPIAN WAY	1,866.90	188-0-293-275	4145 HARBOUR ISLAND LN	1,866.90
188-0-241-235	1352 CASPIAN WAY	1,866.90	188-0-300-015	4146 HARBOUR ISLAND LN	2,489.22
188-0-241-245	1342 CASPIAN WAY	1,706.72	188-0-300-025	4136 HARBOUR ISLAND LN	2,288.18
188-0-241-255	1332 CASPIAN WAY	1,866.90	188-0-300-035	4126 HARBOUR ISLAND LN	2,489.22
188-0-241-265	1322 CASPIAN WAY	1,706.72	188-0-300-045	4116 HARBOUR ISLAND LN	2,489.22
188-0-241-275	1312 CASPIAN WAY	1,706.72	188-0-300-055	4106 HARBOUR ISLAND LN	2,288.18
188-0-241-285	1302 CASPIAN WAY	1,866.90	188-0-300-065	4076 HARBOUR ISLAND LN	2,489.22
188-0-242-015	1303 CASPIAN WAY	1,706.72	188-0-300-075	4066 HARBOUR ISLAND LN	2,288.18
188-0-242-025	1313 CASPIAN WAY	1,866.90	188-0-300-085	4056 HARBOUR ISLAND LN	2,489.22
188-0-242-035	1323 CASPIAN WAY	1,706.72	188-0-300-095	4046 HARBOUR ISLAND LN	2,489.22
188-0-242-045	1333 CASPIAN WAY	1,866.90	188-0-300-105	4036 HARBOUR ISLAND LN	2,489.22
188-0-242-055	1343 CASPIAN WAY	1,866.90	188-0-300-115	4026 HARBOUR ISLAND LN	2,288.18
188-0-242-065	1353 CASPIAN WAY	1,866.90	188-0-300-125	4016 HARBOUR ISLAND LN	2,489.22
188-0-242-075	1363 CASPIAN WAY	1,706.72	188-0-300-135	4006 HARBOUR ISLAND LN	2,489.22
188-0-242-085	1403 CASPIAN WAY	1,866.90	188-0-300-145	3976 HARBOUR ISLAND LN	2,489.22
188-0-242-095	1413 CASPIAN WAY	1,866.90	188-0-300-155	3966 HARBOUR ISLAND LN	2,288.18
188-0-242-105	1423 CASPIAN WAY	1,866.90	188-0-300-165	3956 HARBOUR ISLAND LN	2,489.22
188-0-242-115	1433 CASPIAN WAY	1,866.90	188-0-300-175	3946 HARBOUR ISLAND LN	2,489.22
188-0-242-125	1443 CASPIAN WAY	1,706.72	188-0-300-185	1911 NAPOLI DR	2,489.22
188-0-242-135	1453 CASPIAN WAY	1,866.90	188-0-300-195	1921 NAPOLI DR	2,489.22
188-0-242-145	1463 CASPIAN WAY	1,866.90	188-0-300-205	3907 W HEMLOCK ST	2,489.22
188-0-242-155	1464 DONEGAL WAY	1,866.90	188-0-300-215	3917 W HEMLOCK ST	2,288.18
188-0-242-165	1454 DONEGAL WAY	1,706.72	188-0-300-225	3927 W HEMLOCK ST	2,489.22
188-0-242-175	1444 DONEGAL WAY	1,866.90	188-0-300-235	3937 W HEMLOCK ST	2,489.22
188-0-242-185	1434 DONEGAL WAY	1,706.72	188-0-300-245	3947 W HEMLOCK ST	2,489.22
188-0-242-195	1424 DONEGAL WAY	1,866.90	188-0-300-255	3957 W HEMLOCK ST	2,489.22
188-0-242-205	1414 DONEGAL WAY	1,706.72	188-0-300-265	3967 W HEMLOCK ST	2,489.22
188-0-242-215	1404 DONEGAL WAY	1,866.90	188-0-300-275	3977 W HEMLOCK ST	2,489.22
188-0-242-225	1364 DONEGAL WAY	1,866.90	188-0-300-285	4007 W HEMLOCK ST	2,288.18
188-0-242-235	1354 DONEGAL WAY	1,706.72	188-0-300-295	4017 W HEMLOCK ST	2,489.22
188-0-242-245	1344 DONEGAL WAY	1,706.72	188-0-300-305	4027 W HEMLOCK ST	2,489.22
188-0-242-255	1334 DONEGAL WAY	1,866.90	188-0-300-315	4037 W HEMLOCK ST	2,288.18
188-0-242-265	1324 DONEGAL WAY	1,866.90	188-0-300-325	4047 W HEMLOCK ST	2,489.22
188-0-242-275	1314 DONEGAL WAY	1,706.72	188-0-300-335	4057 W HEMLOCK ST	2,489.22
188-0-242-285	1304 DONEGAL WAY	1,866.90	188-0-300-345	4067 W HEMLOCK ST	2,288.18
188-0-243-015	1305 DONEGAL WAY	1,706.72	188-0-300-355	4077 W HEMLOCK ST	2,489.22
188-0-243-025	1315 DONEGAL WAY	1,866.90	188-0-300-365	4107 W HEMLOCK ST	2,489.22
188-0-243-035	1325 DONEGAL WAY	1,706.72	188-0-300-375	4117 W HEMLOCK ST	2,489.22
188-0-243-045	1335 DONEGAL WAY	1,866.90	188-0-300-385	4127 W HEMLOCK ST	2,489.22
188-0-243-055	1345 DONEGAL WAY	1,866.90	188-0-300-395	4137 W HEMLOCK ST	2,489.22
188-0-243-065	1355 DONEGAL WAY	1,866.90	188-0-300-405	4147 W HEMLOCK ST	2,489.22

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-243-075	1365 DONEGAL WAY	1,706.72	188-0-300-415	4157 W HEMLOCK ST	2,489.22
188-0-243-085	1405 DONEGAL WAY	1,866.90	188-0-300-425	4167 W HEMLOCK ST	2,288.18
188-0-243-095	1415 DONEGAL WAY	1,866.90	188-0-300-435	4177 W HEMLOCK ST	2,288.18
188-0-243-105	1425 DONEGAL WAY	1,866.90	188-0-300-445	4181 W HEMLOCK ST	2,489.22
188-0-243-115	1435 DONEGAL WAY	1,866.90	188-0-310-045	1651 S VICTORIA AVE	13,121.14
188-0-243-125	1445 DONEGAL WAY	1,706.72	188-0-310-055	NOT AVAILABLE	73,414.54
188-0-243-135	1455 DONEGAL WAY	1,866.90	188-0-320-015	1409 WINDSHORE WAY	1,090.02
188-0-243-145	1465 DONEGAL WAY	1,706.72	188-0-320-025	1407 WINDSHORE WAY	1,343.92
188-0-243-155	1475 DONEGAL WAY	1,866.90	188-0-320-035	1405 WINDSHORE WAY	1,090.02
188-0-243-165	1486 ESTUARY WAY	1,706.72	188-0-320-045	1403 WINDSHORE WAY	1,090.02
188-0-243-175	1476 ESTUARY WAY	1,866.90	188-0-320-055	1401 WINDSHORE WAY	1,343.92
188-0-243-185	1466 ESTUARY WAY	1,706.72	188-0-320-065	1411 WINDSHORE WAY	1,090.02
188-0-243-195	1456 ESTUARY WAY	1,866.90	188-0-320-075	1413 WINDSHORE WAY	1,090.02
188-0-243-205	1446 ESTUARY WAY	1,706.72	188-0-320-085	1415 WINDSHORE WAY	1,090.02
188-0-243-215	1436 ESTUARY WAY	1,866.90	188-0-320-095	1417 WINDSHORE WAY	1,090.02
188-0-243-225	1426 ESTUARY WAY	1,706.72	188-0-320-105	1427 WINDSHORE WAY	1,343.92
188-0-243-235	1416 ESTUARY WAY	1,866.90	188-0-320-115	1425 WINDSHORE WAY	1,090.02
188-0-243-245	1406 ESTUARY WAY	1,866.90	188-0-320-125	1423 WINDSHORE WAY	1,090.02
188-0-243-255	1366 ESTUARY WAY	1,866.90	188-0-320-135	1421 WINDSHORE WAY	1,343.92
188-0-243-265	1356 ESTUARY WAY	1,706.72	188-0-320-145	1419 WINDSHORE WAY	1,090.02
188-0-243-275	1346 ESTUARY WAY	1,866.90	188-0-320-155	1439 WINDSHORE WAY	1,090.02
188-0-243-285	1336 ESTUARY WAY	1,866.90	188-0-320-165	1437 WINDSHORE WAY	1,343.92
188-0-243-295	1326 ESTUARY WAY	1,706.72	188-0-320-175	1435 WINDSHORE WAY	1,090.02
188-0-243-305	1316 ESTUARY WAY	1,866.90	188-0-320-185	1433 WINDSHORE WAY	1,090.02
188-0-244-015	1477 ESTUARY WAY	2,149.64	188-0-320-195	1431 WINDSHORE WAY	1,343.92
188-0-244-025	1467 ESTUARY WAY	2,288.18	188-0-320-205	1441 WINDSHORE WAY	1,090.02
188-0-244-035	1457 ESTUARY WAY	2,288.18	188-0-320-215	1443 WINDSHORE WAY	1,090.02
188-0-244-045	1447 ESTUARY WAY	2,288.18	188-0-320-225	1445 WINDSHORE WAY	1,090.02
188-0-244-055	1437 ESTUARY WAY	2,149.64	188-0-320-235	1447 WINDSHORE WAY	1,090.02
188-0-244-065	1427 ESTUARY WAY	2,149.64	188-0-320-245	1457 WINDSHORE WAY	1,343.92
188-0-244-075	1417 ESTUARY WAY	2,288.18	188-0-320-255	1455 WINDSHORE WAY	1,090.02
188-0-244-085	1407 ESTUARY WAY	2,288.18	188-0-320-265	1453 WINDSHORE WAY	1,090.02
188-0-244-095	1367 ESTUARY WAY	2,149.64	188-0-320-275	1451 WINDSHORE WAY	1,343.92
188-0-244-105	1357 ESTUARY WAY	2,288.18	188-0-320-285	1449 WINDSHORE WAY	1,090.02
188-0-244-115	1347 ESTUARY WAY	2,149.64	188-0-320-295	1469 WINDSHORE WAY	1,090.02
188-0-244-125	1337 ESTUARY WAY	2,288.18	188-0-320-305	1467 WINDSHORE WAY	1,343.92
188-0-244-135	1327 ESTUARY WAY	2,288.18	188-0-320-315	1465 WINDSHORE WAY	1,090.02
188-0-244-145	1317 ESTUARY WAY	2,149.64	188-0-320-325	1463 WINDSHORE WAY	1,090.02
188-0-244-155	1301 ESTUARY WAY	2,288.18	188-0-320-335	1461 WINDSHORE WAY	1,343.92
188-0-244-165	4181 ADRIATIC ST	2,288.18	188-0-320-345	1471 WINDSHORE WAY	1,090.02
188-0-244-175	4171 ADRIATIC ST	2,288.18	188-0-320-355	1473 WINDSHORE WAY	1,090.02
188-0-244-185	4161 ADRIATIC ST	2,149.64	188-0-320-365	1475 WINDSHORE WAY	1,090.02
188-0-244-195	4151 ADRIATIC ST	2,288.18	188-0-320-375	1477 WINDSHORE WAY	1,090.02
188-0-244-205	4141 ADRIATIC ST	2,288.18	188-0-320-385	1487 WINDSHORE WAY	1,343.92
188-0-244-215	4131 ADRIATIC ST	2,288.18	188-0-320-395	1485 WINDSHORE WAY	1,090.02
188-0-245-015	4111 ADRIATIC ST	2,149.64	188-0-320-405	1483 WINDSHORE WAY	1,090.02
188-0-245-025	4101 ADRIATIC ST	2,288.18	188-0-320-415	1481 WINDSHORE WAY	1,343.92
188-0-245-035	4061 ADRIATIC ST	2,288.18	188-0-320-425	1479 WINDSHORE WAY	1,090.02
188-0-245-045	4051 ADRIATIC ST	2,149.64	188-0-330-015	1509 WINDSHORE WAY	1,090.02
188-0-245-055	4041 ADRIATIC ST	2,288.18	188-0-330-025	1507 WINDSHORE WAY	1,343.92
188-0-245-065	4031 ADRIATIC ST	2,149.64	188-0-330-035	1505 WINDSHORE WAY	1,090.02
188-0-245-075	4021 ADRIATIC ST	2,288.18	188-0-330-045	1503 WINDSHORE WAY	1,090.02
188-0-245-085	4011 ADRIATIC ST	2,149.64	188-0-330-055	1501 WINDSHORE WAY	1,343.92
188-0-245-095	4001 ADRIATIC ST	2,288.18	188-0-330-065	1511 WINDSHORE WAY	1,090.02
188-0-250-075	1101 S VICTORIA AVE	9,068.88	188-0-330-075	1513 WINDSHORE WAY	1,090.02
188-0-250-205	1299 S VICTORIA AVE	388.28	188-0-330-085	1515 WINDSHORE WAY	1,090.02
188-0-250-225	1201 S VICTORIA AVE	6,777.98	188-0-330-095	1517 WINDSHORE WAY	1,090.02

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-250-285	1291 S VICTORIA AVE	21,044.16	188-0-330-105	1527 WINDSHORE WAY	1,343.92
188-0-260-035	4154 CARIBBEAN ST	2,489.22	188-0-330-115	1525 WINDSHORE WAY	1,090.02
188-0-260-045	4164 CARIBBEAN ST	2,288.18	188-0-330-125	1523 WINDSHORE WAY	1,090.02
188-0-260-055	4174 CARIBBEAN ST	2,489.22	188-0-330-135	1521 WINDSHORE WAY	1,343.92
188-0-260-065	4184 CARIBBEAN ST	2,288.18	188-0-330-145	1519 WINDSHORE WAY	1,090.02
188-0-260-075	4194 CARIBBEAN ST	2,489.22	188-0-330-155	1539 WINDSHORE WAY	1,090.02
188-0-260-085	4204 CARIBBEAN ST	2,489.22	188-0-330-165	1537 WINDSHORE WAY	1,343.92
188-0-260-095	4214 CARIBBEAN ST	2,288.18	188-0-330-175	1535 WINDSHORE WAY	1,090.02
188-0-260-105	1537 ESTUARY WAY	2,288.18	188-0-330-185	1533 WINDSHORE WAY	1,090.02
188-0-260-115	1527 ESTUARY WAY	2,489.22	188-0-330-195	1531 WINDSHORE WAY	1,343.92
188-0-260-125	1517 ESTUARY WAY	2,489.22	188-0-330-205	1541 WINDSHORE WAY	1,090.02
188-0-260-135	1507 ESTUARY WAY	2,489.22	188-0-330-215	1543 WINDSHORE WAY	1,090.02
188-0-260-145	1501 ESTUARY WAY	2,288.18	188-0-330-225	1545 WINDSHORE WAY	1,090.02
188-0-271-015	4174 BALTIC ST	2,135.22	188-0-330-235	1547 WINDSHORE WAY	1,090.02
188-0-271-025	4164 BALTIC ST	1,866.90	188-0-330-245	1557 WINDSHORE WAY	1,343.92
188-0-271-035	4154 BALTIC ST	2,135.22	188-0-330-255	1555 WINDSHORE WAY	1,090.02
188-0-271-045	4144 BALTIC ST	2,135.22	188-0-330-265	1553 WINDSHORE WAY	1,090.02
188-0-271-055	4134 BALTIC ST	2,135.22	188-0-330-275	1551 WINDSHORE WAY	1,343.92
188-0-271-065	4124 BALTIC ST	1,866.90	188-0-330-285	1549 WINDSHORE WAY	1,090.02
188-0-271-075	4114 BALTIC ST	2,135.22	188-0-330-295	1569 WINDSHORE WAY	1,090.02
188-0-271-085	4104 BALTIC ST	2,135.22	188-0-330-305	1567 WINDSHORE WAY	1,343.92
188-0-271-095	4072 BALTIC ST	1,866.90	188-0-330-315	1565 WINDSHORE WAY	1,090.02
188-0-271-105	4062 BALTIC ST	2,135.22	188-0-330-325	1563 WINDSHORE WAY	1,090.02
188-0-271-115	4052 BALTIC ST	2,135.22	188-0-330-335	1561 WINDSHORE WAY	1,343.92
188-0-271-125	4042 BALTIC ST	2,135.22	188-0-330-345	1571 WINDSHORE WAY	1,090.02
188-0-271-135	4032 BALTIC ST	1,866.90	188-0-330-355	1573 WINDSHORE WAY	1,090.02
188-0-271-145	1501 SEABRIDGE LN	1,866.90	188-0-330-365	1575 WINDSHORE WAY	1,090.02
188-0-271-155	1507 SEABRIDGE LN	2,135.22	188-0-330-375	1577 WINDSHORE WAY	1,090.02
188-0-271-165	1517 SEABRIDGE LN	1,866.90	188-0-330-385	1587 WINDSHORE WAY	1,343.92
188-0-271-175	1527 SEABRIDGE LN	1,866.90	188-0-330-395	1585 WINDSHORE WAY	1,090.02
188-0-271-185	4033 CARIBBEAN ST	2,135.22	188-0-330-405	1583 WINDSHORE WAY	1,090.02
188-0-271-195	4043 CARIBBEAN ST	1,866.90	188-0-330-415	1581 WINDSHORE WAY	1,343.92
188-0-271-205	4053 CARIBBEAN ST	2,135.22	188-0-330-425	1579 WINDSHORE WAY	1,090.02
188-0-271-215	4103 CARIBBEAN ST	2,135.22	188-0-340-015	1500 SEABRIDGE LN	1,343.92
188-0-271-225	4113 CARIBBEAN ST	1,866.90	188-0-340-025	1502 SEABRIDGE LN	1,090.02
188-0-271-235	4123 CARIBBEAN ST	2,135.22	188-0-340-035	1504 SEABRIDGE LN	1,090.02
188-0-271-245	4133 CARIBBEAN ST	2,135.22	188-0-340-045	1506 SEABRIDGE LN	1,343.92
188-0-271-255	4143 CARIBBEAN ST	1,866.90	188-0-340-055	1508 SEABRIDGE LN	1,090.02
188-0-271-265	4153 CARIBBEAN ST	2,135.22	188-0-340-065	1518 SEABRIDGE LN	1,090.02
188-0-271-275	4163 CARIBBEAN ST	1,866.90	188-0-340-075	1520 SEABRIDGE LN	1,343.92
188-0-271-285	4173 CARIBBEAN ST	2,135.22	188-0-340-085	1522 SEABRIDGE LN	1,090.02
188-0-271-295	4183 CARIBBEAN ST	2,135.22	188-0-340-095	1524 SEABRIDGE LN	1,090.02
188-0-272-015	4144 CARIBBEAN ST	2,489.22	188-0-340-105	1526 SEABRIDGE LN	1,343.92
188-0-272-025	4134 CARIBBEAN WAY	2,489.22	188-0-340-115	1516 SEABRIDGE LN	1,090.02
188-0-272-035	4124 CARIBBEAN ST	2,288.18	188-0-340-125	1514 SEABRIDGE LN	1,090.02
188-0-272-045	4114 CARIBBEAN ST	2,489.22	188-0-340-135	1512 SEABRIDGE LN	1,090.02
188-0-272-055	4104 CARIBBEAN ST	2,288.18	188-0-340-145	1510 SEABRIDGE LN	1,090.02
188-0-272-065	4054 CARIBBEAN ST	2,489.22	188-0-340-155	1530 SEABRIDGE LN	1,343.92
188-0-272-075	4044 CARIBBEAN ST	2,288.18	188-0-340-165	1532 SEABRIDGE LN	1,090.02
188-0-272-085	4034 CARIBBEAN ST	2,489.22	188-0-340-175	1534 SEABRIDGE LN	1,090.02
188-0-272-095	4024 CARIBBEAN ST	2,489.22	188-0-340-185	1536 SEABRIDGE LN	1,343.92
188-0-272-105	4014 CARIBBEAN ST	2,489.22	188-0-340-195	1538 SEABRIDGE LN	1,090.02
188-0-272-115	4004 CARIBBEAN ST	2,288.18	188-0-340-205	1548 SEABRIDGE LN	1,090.02
188-0-272-205	1601 S VICTORIA AVE	14,766.14	188-0-340-215	1550 SEABRIDGE LN	1,343.92
188-0-280-015	1414 WINDSHORE WAY	934.66	188-0-340-225	1552 SEABRIDGE LN	1,090.02
188-0-280-025	1416 WINDSHORE WAY	934.66	188-0-340-235	1554 SEABRIDGE LN	1,090.02
188-0-280-035	1418 WINDSHORE WAY	1,090.02	188-0-340-245	1556 SEABRIDGE LN	1,343.92

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-280-045	1400 WINDSHORE WAY	934.66	188-0-340-255	1546 SEABRIDGE LN	1,090.02
188-0-280-055	3818 ALEE LN	934.66	188-0-340-265	1544 SEABRIDGE LN	1,090.02
188-0-280-065	3816 ALEE LN	1,090.02	188-0-340-275	1542 SEABRIDGE LN	1,090.02
188-0-280-075	3814 ALEE LN	1,090.02	188-0-340-285	1540 SEABRIDGE LN	1,090.02
188-0-280-085	3812 ALEE LN	1,090.02	188-0-340-295	1560 SEABRIDGE LN	1,343.92
188-0-280-095	3810 ALEE LN	1,090.02	188-0-340-305	1562 SEABRIDGE LN	1,090.02
188-0-280-105	3800 ALEE LN	934.66	188-0-340-315	1564 SEABRIDGE LN	1,090.02
188-0-280-115	1402 WINDSHORE WAY	934.66	188-0-340-325	1566 SEABRIDGE LN	1,343.92
188-0-280-125	1406 WINDSHORE WAY	1,090.02	188-0-340-335	1568 SEABRIDGE LN	1,090.02
188-0-280-135	1408 WINDSHORE WAY	934.66	188-0-340-345	1578 SEABRIDGE LN	1,090.02
188-0-280-145	1410 WINDSHORE WAY	934.66	188-0-340-355	1580 SEABRIDGE LN	1,343.92
188-0-280-155	1428 WINDSHORE WAY	934.66	188-0-340-365	1582 SEABRIDGE LN	1,090.02
188-0-280-165	1430 WINDSHORE WAY	934.66	188-0-340-375	1584 SEABRIDGE LN	1,090.02
188-0-280-175	1432 WINDSHORE WAY	1,090.02	188-0-340-385	1586 SEABRIDGE LN	1,343.92
188-0-280-185	1434 WINDSHORE WAY	934.66	188-0-340-395	1576 SEABRIDGE LN	1,090.02
188-0-280-195	1436 WINDSHORE WAY	934.66	188-0-340-405	1574 SEABRIDGE LN	1,090.02
188-0-280-205	1438 WINDSHORE WAY	1,090.02	188-0-340-415	1572 SEABRIDGE LN	1,090.02
188-0-280-215	1440 WINDSHORE WAY	1,090.02	188-0-340-425	1570 SEABRIDGE LN	1,090.02
188-0-280-225	1442 WINDSHORE WAY	1,090.02	188-0-350-065	1901 S VICTORIA AVE	792.90
188-0-280-235	1444 WINDSHORE WAY	1,090.02	188-0-350-075	1901 S VICTORIA AVE	934.66
188-0-280-245	1446 WINDSHORE WAY	934.66	188-0-350-085	1901 S VICTORIA AVE	934.66
188-0-280-255	1448 WINDSHORE WAY	934.66	188-0-350-095	1901 S VICTORIA AVE	934.66
188-0-280-265	1420 WINDSHORE WAY	1,090.02	188-0-350-105	1901 S VICTORIA AVE	934.66
188-0-280-275	1422 WINDSHORE WAY	934.66	188-0-350-115	1901 S VICTORIA AVE	792.90
188-0-280-285	1424 WINDSHORE WAY	934.66	188-0-350-125	1901 S VICTORIA AVE	792.90
188-0-280-295	1524 WINDSHORE WAY	934.66	188-0-350-135	1901 S VICTORIA AVE	934.66
188-0-280-305	1526 WINDSHORE WAY	934.66	188-0-350-145	1901 S VICTORIA AVE	934.66
188-0-280-315	1528 WINDSHORE WAY	1,090.02	188-0-350-155	1901 S VICTORIA AVE	934.66
188-0-280-325	1500 WINDSHORE WAY	934.66	188-0-350-165	1901 S VICTORIA AVE	934.66
188-0-280-335	1502 WINDSHORE WAY	934.66	188-0-350-175	1901 S VICTORIA AVE	792.90
188-0-280-345	1504 WINDSHORE WAY	1,090.02	188-0-350-235	1901 S VICTORIA AVE	1,090.02
188-0-280-355	1506 WINDSHORE WAY	1,090.02	188-0-350-245	1901 S VICTORIA AVE	934.66
188-0-280-365	1508 WINDSHORE WAY	1,090.02	188-0-350-255	1901 S VICTORIA AVE	1,090.02
188-0-280-375	1510 WINDSHORE WAY	1,090.02	188-0-350-265	1901 S VICTORIA AVE	1,090.02
188-0-280-385	1512 WINDSHORE WAY	934.66	188-0-350-275	1901 S VICTORIA AVE	1,090.02
188-0-280-395	1514 WINDSHORE WAY	934.66	188-0-350-285	1901 S VICTORIA AVE	1,090.02
188-0-280-405	1516 WINDSHORE WAY	1,090.02	188-0-350-295	1901 S VICTORIA AVE	934.66
188-0-280-415	1518 WINDSHORE WAY	934.66	188-0-350-305	1901 S VICTORIA AVE	934.66
188-0-280-425	1520 WINDSHORE WAY	934.66	188-0-350-315	1901 S VICTORIA AVE	1,090.02
188-0-280-435	1538 WINDSHORE WAY	934.66	188-0-350-325	1901 S VICTORIA AVE	1,090.02
188-0-280-445	1540 WINDSHORE WAY	934.66	188-0-350-335	1901 S VICTORIA AVE	1,090.02
188-0-280-455	1542 WINDSHORE WAY	1,090.02	188-0-350-345	1901 S VICTORIA AVE	1,090.02
188-0-280-465	1544 WINDSHORE WAY	934.66	188-0-350-355	1901 S VICTORIA AVE	934.66
188-0-280-475	1546 WINDSHORE WAY	934.66	188-0-350-365	1901 S VICTORIA AVE	1,090.02
188-0-280-485	1548 WINDSHORE WAY	1,090.02	188-0-350-375	1901 S VICTORIA AVE	792.90
188-0-280-495	1550 WINDSHORE WAY	1,090.02	188-0-350-385	1901 S VICTORIA AVE	792.90
188-0-280-505	1552 WINDSHORE WAY	1,090.02	188-0-350-395	1901 S VICTORIA AVE	792.90
188-0-280-515	1554 WINDSHORE WAY	1,090.02	188-0-350-405	1901 S VICTORIA AVE	792.90
188-0-280-525	1556 WINDSHORE WAY	934.66	188-0-350-415	1901 S VICTORIA AVE	934.66
188-0-280-535	1558 WINDSHORE WAY	934.66	188-0-350-425	1901 S VICTORIA AVE	1,090.02
188-0-280-545	1530 WINDSHORE WAY	1,090.02	188-0-350-435	1901 S VICTORIA AVE	1,090.02
188-0-280-555	1532 WINDSHORE WAY	934.66	188-0-350-445	1901 S VICTORIA AVE	1,090.02
188-0-280-565	1534 WINDSHORE WAY	934.66	188-0-350-455	1901 S VICTORIA AVE	1,090.02

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
188-0-291-025	4071 FARRALON WAY	2,489.22	188-0-361-015	4012 TRADEWINDS DR	1,090.02
188-0-291-035	4061 FARRALON WAY	2,489.22	188-0-361-025	NOT AVAILABLE	1,343.92
188-0-291-045	4051 FARRALON WAY	2,489.22	188-0-361-035	4016 TRADEWINDS DR	1,090.02
188-0-291-055	4041 FARRALON WAY	2,489.22	188-0-361-045	NOT AVAILABLE	1,090.02
188-0-291-065	4031 FARRALON WAY	2,489.22	188-0-361-055	NOT AVAILABLE	1,343.92
188-0-291-075	4021 FARRALON WAY	2,288.18	188-0-361-065	4010 TRADEWINDS DR	1,090.02
188-0-291-085	4011 FARRALON WAY	2,489.22	188-0-361-075	4008 TRADEWINDS DR	1,090.02
188-0-291-095	4001 FARRALON WAY	2,489.22	188-0-361-085	4006 TRADEWINDS DR	1,090.02
188-0-291-105	1702 ALEUTIAN WAY	2,489.22	188-0-361-095	4004 TRADEWINDS DR	1,090.02
188-0-291-115	1712 ALEUTIAN WAY	2,489.22	188-0-361-105	NOT AVAILABLE	1,090.02
188-0-291-125	1724 ALEUTIAN WAY	2,489.22	188-0-361-115	4000 TRADEWINDS DR	1,090.02
188-0-291-135	1734 ALEUTIAN WAY	2,489.22	188-0-362-015	NOT AVAILABLE	1,090.02
188-0-291-145	1744 ALEUTIAN WAY	2,288.18	188-0-362-025	NOT AVAILABLE	1,343.92
188-0-291-155	1800 ALEUTIAN WAY	2,489.22	188-0-362-035	NOT AVAILABLE	1,090.02
188-0-291-165	1804 ALEUTIAN WAY	2,489.22	188-0-362-045	NOT AVAILABLE	1,090.02
188-0-291-175	1814 ALEUTIAN WAY	2,489.22	188-0-362-055	NOT AVAILABLE	1,343.92
188-0-291-185	1824 ALEUTIAN WAY	2,288.18	188-0-362-065	4032 TRADEWINDS DR	1,090.02
188-0-292-015	4082 FARRALON WAY	1,866.90	188-0-362-075	4030 TRADEWINDS DR	1,090.02
188-0-292-025	4072 FARRALON WAY	1,706.72	188-0-362-085	4028 TRADEWINDS DR	1,090.02
188-0-292-035	4062 FARRALON WAY	1,866.90	188-0-362-095	NOT AVAILABLE	1,090.02
188-0-292-045	4052 FARRALON WAY	1,866.90	188-0-362-105	NOT AVAILABLE	1,090.02
188-0-292-055	4042 FARRALON WAY	1,866.90	188-0-362-115	4022 TRADEWINDS DR	1,090.02
188-0-292-065	4032 FARRALON WAY	1,706.72	188-0-363-015	4056 TRADEWINDS DR	1,090.02
188-0-292-075	4022 FARRALON WAY	1,866.90	188-0-363-025	4058 TRADEWINDS DR	1,343.92
188-0-292-085	4012 FARRALON WAY	1,866.90	188-0-363-035	NOT AVAILABLE	1,090.02
188-0-292-095	4002 FARRALON WAY	1,706.72	188-0-363-045	NOT AVAILABLE	1,090.02
188-0-292-105	4003 GALAPAGOS WAY	1,866.90	188-0-363-055	NOT AVAILABLE	1,343.92
188-0-292-115	4013 GALAPAGOS WAY	1,706.72	188-0-363-065	NOT AVAILABLE	1,090.02
188-0-292-125	4023 GALAPAGOS WAY	1,866.90	188-0-363-075	NOT AVAILABLE	1,090.02
188-0-292-135	4033 GALAPAGOS WAY	1,866.90	188-0-363-085	NOT AVAILABLE	1,090.02
188-0-292-145	4043 GALAPAGOS WAY	1,866.90	188-0-363-095	NOT AVAILABLE	1,090.02
188-0-292-155	4053 GALAPAGOS WAY	1,866.90	188-0-363-105	NOT AVAILABLE	1,090.02
188-0-292-165	4063 GALAPAGOS WAY	1,706.72	188-0-363-115	4044 TRADEWINDS DR	1,090.02
188-0-292-175	4073 GALAPAGOS WAY	1,866.90	188-0-364-015	4074 TRADEWINDS DR	1,090.02
188-0-292-185	4103 GALAPAGOS WAY	1,866.90	188-0-364-025	4076 TRADEWINDS DR	1,343.92
188-0-292-195	4113 GALAPAGOS WAY	1,866.90	188-0-364-035	NOT AVAILABLE	1,090.02
188-0-292-205	4123 GALAPAGOS WAY	1,866.90	188-0-364-045	NOT AVAILABLE	1,090.02
188-0-293-015	4134 GALAPAGOS WAY	1,706.72	188-0-364-055	NOT AVAILABLE	1,343.92
188-0-293-025	4124 GALAPAGOS WAY	1,866.90	188-0-364-065	NOT AVAILABLE	1,090.02
188-0-293-035	4114 GALAPAGOS WAY	1,866.90	188-0-364-075	4070 TRADEWINDS DR	1,090.02
188-0-293-045	4104 GALAPAGOS WAY	1,706.72	188-0-364-085	4068 TRADEWINDS DR	1,090.02
188-0-293-055	4084 GALAPAGOS WAY	1,866.90	188-0-364-095	4066 TRADEWINDS DR	1,090.02
Totals:			542 Parcels		\$994,991.94

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.18.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Adopt a Resolution Authorizing the Special Tax Levy for Community Facilities District No. 5 (Riverpark).

RECOMMENDATION

That the City Council, acting as the legislative body of Community Facilities District (CFD) No. 5:

1. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for FY 2019-2020 (Attachment A); and
2. Authorize the Special Districts Manager to execute an agreement for Billing of Direct Assessments (Attachment B) with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

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

BACKGROUND

On September 13, 2005, City Council adopted Resolution No. 12,936 (the "Resolution of Formation") establishing CFD No. 5. On September 20, 2005, City Council adopted Ordinance No. 2701 to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation and defined therein. Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year.

CFD No. 5 is authorized to pay for any and all types of services authorized pursuant to Government Code Section 53313, which includes the following:

- Maintenance of parks, parkways, and open space
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Flood and storm protection services
- Ongoing administrative fees
- Police protection services
- Fire protection and suppression services
- Ambulance and paramedic services
- Local park, recreation, parkway, and open-space facilities

DISCUSSION

The Resolution of Formation authorizes annual adjustments to the maximum special tax rates based upon the Consumer Price Index (CPI) with a floor of 2% and a cap of 5% annually. The current maximum allowable tax including all

cumulative CPI adjustments under the Resolution of Formation is \$6,368,610.01. The taxes can be increased up to the maximum special tax rate at any time.

The following represents a breakdown of the tax levy for the upcoming and most recent fiscal years:

Description	Projected Levy FY 19-20	Actual Levy FY 18-19
Administration	\$311,643	\$311,495
Liability, Worker's Comp, fees, etc.	\$101,226	\$121,858
Indirect Costs	\$340,930	\$310,471
Fire	\$1,607,520	\$1,639,670
Landscape Maintenance	\$1,967,075	\$1,865,017
Contingency	\$785,000	\$500,000
Police	\$0	\$529,948
Storm Drain Maintenance	\$381,480	\$381,480
Less: Tax Levy Credit	(\$1,042,110)	(\$400,00)
Total	\$4,452,764	\$5,259,939

The total amount of special taxes for CFD No. 5 for FY 2019-2020 is \$4,452,764.

The following chart details the tax rate by property type and the proposed increase in FY 2019-2020:

Development Status	Land Use Class	Land Use	Description	Residential Floor Area	Per	2019/20 Actual Rate	2019/20 Maximum Rate
Developed	1	Residential	SFR Attached	< 1,400	Unit	\$1,399.54	\$1,823.77
Developed	2	Residential	SFR Attached	1,400-1,699	Unit	1,720.30	2,241.76
Developed	3	Residential	SFR Attached	1,700-1,999	Unit	1,882.60	2,453.23
Developed	4	Residential	SFR Attached	2,000-2,199	Unit	2,209.68	2,879.45
Developed	5	Residential	SFR Attached	>= 2,200	Unit	2,371.94	3,090.91
Developed	6	Residential	SFR Detached	< 1,750	Unit	2,051.52	2,673.36
Developed	7	Residential	SFR Detached	1,750-2,099	Unit	2,324.82	3,029.51
Developed	8	Residential	SFR Detached	2,100-2,299	Unit	2,529.06	3,295.64
Developed	9	Residential	SFR Detached	2,300-2,799	Unit	2,917.74	3,802.15
Developed	10	Residential	SFR Detached	>= 2,800	Unit	0.00	4,339.90
Developed	11	Residential	Affordable Units	NA	Unit	509.52	663.98
Developed	12	Residential	High Density	NA	Unit	507.14	660.86
Developed	13	Non- Residential	Non- Residential	NA	Building Permit Square Footage	0.1487	0.1939
Undeveloped		Undeveloped	Undeveloped	NA	Acre	0.00	28,494.71

Pursuant to the special tax formula in the Rate and Method of Apportionment (RMA), developed property is first levied up to 100% of their maximum special tax to meet the annual special tax requirement. If additional funds are needed, then

undeveloped property is levied up to 100% of their maximum special tax to meet the remainder of the annual special tax requirement. The tax on undeveloped property in FY 2019-2020 is set at \$0 pursuant to the RMA.

CFD No. 5 has an estimated fund balance of \$3.5 million. This fund balance is being retained to finance future capital projects including but not limited to: (i) the construction of a new control room for the Central Park Fountain and (ii) additional replacement of storm drain filtration devices. The City commissioned a reserve study in FY 18-19 which was completed but has not been adopted.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 5 for FY 2019-2020. All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located in CFD No. 5.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Attachment A - Resolution Authorizing Levy of Special Tax CFD 5 FY 19-20
2. Exhibit A - CFD 5 Levies by Location
3. 2019-20 Agreement for Billing of Direct Assessments

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF
THE CITY OF OXNARD AUTHORIZING THE LEVY OF
SPECIAL TAXES WITHIN COMMUNITY FACILITIES
DISTRICT NO. 5 (RIVERPARK) FOR THE FISCAL YEAR 2019-
2020

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 5 (RiverPark) of the City of Oxnard (“CFD No. 5”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, this City Council of the City (this “City Council”), acting as the legislative body of CFD No. 5, is authorized pursuant to Resolution No. 12,936, adopted by this City Council on September 13, 2005 (the “Resolution of Formation”), and Ordinance No. 2701, adopted by this City Council on September 20, 2005 (the “Ordinance”), to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation in accordance with the provisions of the Rate and Method of Apportionment for City of Oxnard Community Facilities District No. 5 (RiverPark) (the “Rate and Method”), a copy of which is attached to the Resolution of Formation as Exhibit B; and

WHEREAS, it is now necessary and appropriate that this City Council, acting as the legislative body of CFD No. 5, levy and collect the special taxes for Fiscal Year 2019-2020 for the purposes specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK), DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals, and each of them, are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act, the Ordinance, and the Rate and Method, there is hereby levied upon the parcels within CFD No. 5 that are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2019-2020 at the special tax rates set forth in the exhibit entitled “City of Oxnard Community Facilities District No. 5 (RiverPark) Fiscal Year 2019-2020 Levy”, attached hereto as Exhibit A and made a part hereof by this reference, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance and the Rate

and Method. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and Exhibit A to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2019-2020, and to perform all other acts that are required by the Act, the Ordinance, the Rate and Method, or by law in order to accomplish the purpose of this Resolution.

SECTION 7. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this __ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

I, MICHELLE ASCENCION, City Clerk of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ of the City Council of the City of Oxnard, that the same was duly and validly adopted on _____, 2019, and that the same has not been amended or repealed.

DATED: _____, 2019

Michelle Ascencion,
City Clerk of the City of Oxnard

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-033-095	110 RIVERPARK BLVD	\$533.88	133-0-110-195	749 NILE RIVER DR	\$2,372.44
132-0-033-105	210 RIVERPARK BLVD	2,675.34	133-0-110-205	751 NILE RIVER DR	2,372.44
132-0-110-335	700 FOREST PARK BLVD	207,010.48	133-0-110-215	753 NILE RIVER DR	2,372.44
132-0-110-535	750 CLYDE RIVER PL	70,383.56	133-0-110-225	755 NILE RIVER DR	2,372.44
132-0-131-025	3085 NIMES LN	2,372.44	133-0-110-235	757 NILE RIVER DR	2,093.52
132-0-131-035	3075 NIMES LN	2,372.44	133-0-110-245	759 NILE RIVER DR	2,093.52
132-0-131-045	3065 NIMES LN	2,093.52	133-0-110-255	761 NILE RIVER DR	2,372.44
132-0-131-055	3055 NIMES LN	2,093.52	133-0-110-265	763 NILE RIVER DR	2,372.44
132-0-131-065	3045 NIMES LN	2,372.44	133-0-110-275	762 OWENS RIVER DR	2,372.44
132-0-131-075	3035 NIMES LN	2,372.44	133-0-110-285	760 OWENS RIVER DR	2,372.44
132-0-131-085	423 GARONNE ST	2,372.44	133-0-110-295	758 OWENS RIVER DR	2,093.52
132-0-131-095	425 GARONNE ST	2,372.44	133-0-110-305	756 OWENS RIVER DR	2,093.52
132-0-131-105	427 GARONNE ST	2,093.52	133-0-110-315	754 OWENS RIVER DR	2,372.44
132-0-131-115	429 GARONNE ST	2,093.52	133-0-110-325	752 OWENS RIVER DR	2,372.44
132-0-131-125	431 GARONNE ST	2,372.44	133-0-110-335	750 OWENS RIVER DR	2,372.44
132-0-131-135	433 GARONNE ST	2,372.44	133-0-110-345	748 OWENS RIVER DR	2,372.44
132-0-132-025	3155 NIMES LN	2,372.44	133-0-110-355	746 OWENS RIVER DR	2,093.52
132-0-132-035	3145 NIMES LN	2,372.44	133-0-110-365	744 OWENS RIVER DR	2,093.52
132-0-132-045	3135 NIMES LN	2,093.52	133-0-110-375	742 OWENS RIVER DR	2,372.44
132-0-132-055	3125 NIMES LN	2,093.52	133-0-110-385	740 OWENS RIVER DR	2,372.44
132-0-132-065	3115 NIMES LN	2,372.44	133-0-120-015	580 OWENS RIVER DR	2,977.50
132-0-132-075	3105 NIMES LN	2,372.44	133-0-120-025	574 OWENS RIVER DR	2,977.50
132-0-133-015	3154 MOSS LANDING BLVD	2,372.44	133-0-120-035	570 OWENS RIVER DR	2,977.50
132-0-133-025	3156 MOSS LANDING BLVD	2,977.50	133-0-120-045	564 OWENS RIVER DR	2,977.50
132-0-133-035	3158 MOSS LANDING BLVD	2,977.50	133-0-120-055	560 OWENS RIVER DR	2,977.50
132-0-133-045	3160 MOSS LANDING BLVD	2,977.50	133-0-120-065	544 OWENS RIVER DR	2,977.50
132-0-133-055	3162 MOSS LANDING BLVD	2,372.44	133-0-120-075	540 OWENS RIVER DR	2,372.44
132-0-133-065	3164 MOSS LANDING BLVD	2,977.50	133-0-120-085	534 OWENS RIVER DR	2,977.50
132-0-133-075	428 LAKEVIEW CT	2,372.44	133-0-120-095	530 OWENS RIVER DR	2,977.50
132-0-133-085	426 LAKEVIEW CT	2,977.50	133-0-120-105	524 OWENS RIVER DR	2,372.44
132-0-133-095	NOT AVAILABLE	2,977.50	133-0-120-115	520 OWENS RIVER DR	2,977.50
132-0-133-105	422 LAKEVIEW CT	2,977.50	133-0-120-125	3359 KINGS CANYON DR	2,372.44
132-0-133-115	420 LAKEVIEW CT	2,372.44	133-0-120-135	3357 KINGS CANYON DR	2,977.50
132-0-133-125	418 LAKEVIEW CT	2,977.50	133-0-120-145	3355 KINGS CANYON DR	2,977.50
132-0-133-135	416 LAKEVIEW CT	2,977.50	133-0-120-155	3353 KINGS CANYON DR	2,372.44
132-0-133-145	414 LAKEVIEW CT	2,372.44	133-0-120-165	3351 KINGS CANYON DR	2,977.50
132-0-133-155	412 LAKEVIEW CT	2,977.50	133-0-120-175	511 NILE RIVER DR	2,977.50
132-0-133-165	410 LAKEVIEW CT	2,977.50	133-0-120-185	515 NILE RIVER DR	2,372.44
132-0-133-175	411 KIAWAH RIVER DR	2,977.50	133-0-120-195	521 NILE RIVER DR	2,977.50
132-0-133-185	413 KIAWAH RIVER DR	2,977.50	133-0-120-205	525 NILE RIVER DR	2,977.50
132-0-133-195	415 KIAWAH RIVER DR	2,372.44	133-0-120-215	531 NILE RIVER DR	2,372.44
132-0-133-205	417 KIAWAH RIVER DR	2,977.50	133-0-120-225	535 NILE RIVER DR	2,372.44
132-0-133-215	419 KIAWAH RIVER DR	2,977.50	133-0-120-235	541 NILE RIVER DR	2,977.50
132-0-133-225	421 KIAWAH RIVER DR	2,372.44	133-0-120-245	545 NILE RIVER DR	2,372.44
132-0-133-235	423 KIAWAH RIVER DR	2,977.50	133-0-120-255	551 NILE RIVER DR	2,977.50
132-0-133-245	425 KIAWAH RIVER DR	2,977.50	133-0-120-265	555 NILE RIVER DR	2,977.50
132-0-133-255	427 KIAWAH RIVER DR	2,977.50	133-0-120-275	561 NILE RIVER DR	2,977.50
132-0-133-265	429 KIAWAH RIVER DR	2,372.44	133-0-120-285	3400 N OXNARD BLVD	2,977.50
132-0-134-015	3104 NIMES LN	2,372.44	133-0-120-295	3410 N OXNARD BLVD	2,372.44
132-0-134-025	3114 NIMES LN	2,372.44	133-0-120-305	3420 N OXNARD BLVD	2,977.50
132-0-134-035	3124 NIMES LN	2,093.52	133-0-120-315	3430 N OXNARD BLVD	2,977.50
132-0-134-045	3134 NIMES LN	2,093.52	133-0-120-325	3440 N OXNARD BLVD	2,372.44
132-0-134-055	3144 NIMES LN	2,372.44	133-0-120-335	554 NILE RIVER DR	2,977.50
132-0-134-065	3154 NIMES LN	2,372.44	133-0-120-345	550 NILE RIVER DR	2,977.50
132-0-134-085	3163 ORLEANS LN	1,921.14	133-0-120-355	544 NILE RIVER DR	2,372.44
132-0-134-095	3153 ORLEANS LN	1,755.54	133-0-120-365	540 NILE RIVER DR	2,977.50
132-0-134-105	3143 ORLEANS LN	1,755.54	133-0-120-375	534 NILE RIVER DR	2,977.50
132-0-134-115	3133 ORLEANS LN	1,755.54	133-0-120-385	530 NILE RIVER DR	2,372.44
132-0-134-125	3123 ORLEANS LN	1,755.54	133-0-120-395	524 NILE RIVER DR	2,977.50
132-0-134-135	3113 ORLEANS LN	1,921.14	133-0-120-405	520 NILE RIVER DR	2,977.50
132-0-134-145	3103 ORLEANS LN	1,921.14	133-0-120-415	514 NILE RIVER DR	2,372.44
132-0-135-015	409 GARONNE ST	2,372.44	133-0-120-425	510 NILE RIVER DR	2,977.50
132-0-135-025	411 GARONNE ST	2,372.44	133-0-120-435	504 NILE RIVER DR	2,372.44
132-0-135-035	413 GARONNE ST	2,093.52	133-0-120-445	500 NILE RIVER DR	2,977.50

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-135-045	415 GARONNE ST	2,093.52	133-0-120-545	3350 MOSS LANDING BLVD	1,428.20
132-0-135-055	417 GARONNE ST	2,372.44	133-0-120-555	3352 MOSS LANDING BLVD	1,755.54
132-0-135-065	419 GARONNE ST	2,372.44	133-0-120-565	3354 MOSS LANDING BLVD	1,428.20
132-0-135-075	3034 NIMES LN	2,372.44	133-0-120-575	3356 MOSS LANDING BLVD	1,428.20
132-0-135-085	3044 NIMES LN	2,372.44	133-0-120-585	3358 MOSS LANDING BLVD	1,755.54
132-0-135-095	3054 NIMES LN	2,093.52	133-0-120-595	3360 MOSS LANDING BLVD	1,428.20
132-0-135-105	3064 NIMES LN	2,093.52	133-0-120-605	3362 MOSS LANDING BLVD	1,428.20
132-0-135-115	3074 NIMES LN	2,372.44	133-0-120-615	3364 MOSS LANDING BLVD	1,755.54
132-0-135-125	3084 NIMES LN	2,372.44	133-0-120-625	3366 MOSS LANDING BLVD	1,428.20
132-0-135-145	3093 ORLEANS LN	1,921.14	133-0-120-635	3368 MOSS LANDING BLVD	1,755.54
132-0-135-155	3083 ORLEANS LN	1,755.54	133-0-120-645	3370 MOSS LANDING BLVD	1,755.54
132-0-135-165	3073 ORLEANS LN	1,755.54	133-0-120-655	3372 MOSS LANDING BLVD	1,428.20
132-0-135-175	3063 ORLEANS LN	1,755.54	133-0-120-665	3374 MOSS LANDING BLVD	1,428.20
132-0-135-185	3053 ORLEANS LN	1,755.54	133-0-120-675	3376 MOSS LANDING BLVD	1,755.54
132-0-135-195	3043 ORLEANS LN	1,921.14	133-0-120-685	3378 MOSS LANDING BLVD	1,428.20
132-0-135-205	3033 ORLEANS LN	1,921.14	133-0-120-695	3380 MOSS LANDING BLVD	1,428.20
132-0-140-015	359 LAKEVIEW CT	2,977.50	133-0-120-705	3382 MOSS LANDING BLVD	1,755.54
132-0-140-025	357 LAKEVIEW CT	2,580.84	133-0-120-715	3384 MOSS LANDING BLVD	1,428.20
132-0-140-035	355 LAKEVIEW CT	2,580.84	133-0-120-725	3360 OXNARD BLVD	1,428.20
132-0-140-045	353 LAKEVIEW CT	2,580.84	133-0-120-735	3362 OXNARD BLVD	1,755.54
132-0-140-055	341 LAKEVIEW CT	2,580.84	133-0-120-745	3364 OXNARD BLVD	1,428.20
132-0-140-065	339 LAKEVIEW CT	2,580.84	133-0-120-755	3366 OXNARD BLVD	1,428.20
132-0-140-075	337 LAKEVIEW CT	2,977.50	133-0-120-765	3368 OXNARD BLVD	1,755.54
132-0-140-085	335 LAKEVIEW CT	2,580.84	133-0-120-775	3370 OXNARD BLVD	1,428.20
132-0-140-095	331 LAKEVIEW CT	2,580.84	133-0-120-785	3386 MOSS LANDING BLVD	1,428.20
132-0-140-105	329 LAKEVIEW CT	2,977.50	133-0-120-795	3388 MOSS LANDING BLVD	1,428.20
132-0-140-115	327 LAKEVIEW CT	2,580.84	133-0-120-805	3390 MOSS LANDING BLVD	1,755.54
132-0-140-125	325 LAKEVIEW CT	2,977.50	133-0-130-015	3152 MOSS LANDING BLVD	1,755.54
132-0-140-135	323 LAKEVIEW CT	2,580.84	133-0-130-025	3148 MOSS LANDING BLVD	1,921.14
132-0-140-145	321 LAKEVIEW CT	2,977.50	133-0-130-035	3142 MOSS LANDING BLVD	1,921.14
132-0-140-155	319 LAKEVIEW CT	2,580.84	133-0-130-045	3130 MOSS LANDING BLVD	1,921.14
132-0-140-165	317 LAKEVIEW CT	2,580.84	133-0-130-055	3124 MOSS LANDING BLVD	1,921.14
132-0-140-175	315 LAKEVIEW CT	2,580.84	133-0-130-065	3118 MOSS LANDING BLVD	1,921.14
132-0-140-185	313 LAKEVIEW CT	2,977.50	133-0-130-075	3112 MOSS LANDING BLVD	1,921.14
132-0-140-195	311 LAKEVIEW CT	2,977.50	133-0-130-085	3106 MOSS LANDING BLVD	1,755.54
132-0-140-215	3161 THAMES RIVER DR	2,372.44	133-0-130-095	3050 MOSS LANDING BLVD	1,755.54
132-0-140-225	3159 THAMES RIVER DR	2,977.50	133-0-130-105	3048 MOSS LANDING BLVD	1,921.14
132-0-140-235	3157 THAMES RIVER DR	2,977.50	133-0-130-115	3046 MOSS LANDING BLVD	1,921.14
132-0-140-245	3155 THAMES RIVER DR	2,977.50	133-0-130-125	3044 MOSS LANDING BLVD	1,921.14
132-0-140-255	3153 THAMES RIVER DR	2,372.44	133-0-130-135	3042 MOSS LANDING BLVD	1,921.14
132-0-140-265	3151 THAMES RIVER DR	2,977.50	133-0-130-145	3040 MOSS LANDING BLVD	1,921.14
132-0-140-275	319 KIAWAH RIVER DR	2,977.50	133-0-130-155	3038 MOSS LANDING BLVD	1,921.14
132-0-140-285	321 KIAWAH RIVER DR	2,372.44	133-0-130-165	3036 MOSS LANDING BLVD	1,755.54
132-0-140-295	323 KIAWAH RIVER DR	2,977.50	133-0-130-175	3120 LONDON LN	1,428.20
132-0-140-305	325 KIAWAH RIVER DR	2,977.50	133-0-130-185	3122 LONDON LN	1,921.14
132-0-140-315	327 KIAWAH RIVER DR	2,372.44	133-0-130-195	3124 LONDON LN	1,921.14
132-0-140-325	329 KIAWAH RIVER DR	2,977.50	133-0-130-205	3126 LONDON LN	1,921.14
132-0-140-345	354 LAKEVIEW CT	2,977.50	133-0-130-215	3132 LONDON LN	1,921.14
132-0-140-355	352 LAKEVIEW CT	2,372.44	133-0-130-225	3134 LONDON LN	1,428.20
132-0-140-365	350 LAKEVIEW CT	2,977.50	133-0-130-235	3143 MOSS LANDING BLVD	1,428.20
132-0-140-375	348 LAKEVIEW CT	2,977.50	133-0-130-245	3139 MOSS LANDING BLVD	1,921.14
132-0-140-385	346 LAKEVIEW CT	2,977.50	133-0-130-255	3131 MOSS LANDING BLVD	1,921.14
132-0-140-395	344 LAKEVIEW CT	2,372.44	133-0-130-265	3127 MOSS LANDING BLVD	1,921.14
132-0-140-405	342 LAKEVIEW CT	2,977.50	133-0-130-275	3123 MOSS LANDING BLVD	1,921.14
132-0-140-415	340 LAKEVIEW CT	2,977.50	133-0-130-285	3119 MOSS LANDING BLVD	1,428.20
132-0-140-425	338 LAKEVIEW CT	2,372.44	133-0-130-295	3100 LONDON LN	1,755.54
132-0-140-435	336 LAKEVIEW CT	2,977.50	133-0-130-305	3102 LONDON LN	1,921.14
132-0-140-445	334 LAKEVIEW CT	2,977.50	133-0-130-315	3104 LONDON LN	1,921.14
132-0-140-455	328 LAKEVIEW CT	2,977.50	133-0-130-325	3106 LONDON LN	1,921.14
132-0-140-465	326 LAKEVIEW CT	2,372.44	133-0-130-335	3108 LONDON LN	1,921.14
132-0-140-475	324 LAKEVIEW CT	2,977.50	133-0-130-345	3110 LONDON LN	1,921.14
132-0-140-485	322 LAKEVIEW CT	2,977.50	133-0-130-355	3112 LONDON LN	1,921.14
132-0-140-495	320 LAKEVIEW CT	2,372.44	133-0-130-365	3114 LONDON LN	1,755.54
132-0-140-505	318 LAKEVIEW CT	2,977.50	133-0-130-375	3117 MOSS LANDING BLVD	1,755.54

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-140-515	333 KIAWAH RIVER DR	1,921.14	133-0-130-385	3115 MOSS LANDING BLVD	1,921.14
132-0-140-525	335 KIAWAH RIVER DR	1,755.54	133-0-130-395	3113 MOSS LANDING BLVD	1,921.14
132-0-140-535	337 KIAWAH RIVER DR	1,755.54	133-0-130-405	3111 MOSS LANDING BLVD	1,921.14
132-0-140-545	339 KIAWAH RIVER DR	1,755.54	133-0-130-415	3109 MOSS LANDING BLVD	1,921.14
132-0-140-555	341 KIAWAH RIVER DR	1,755.54	133-0-130-425	3107 MOSS LANDING BLVD	1,921.14
132-0-140-565	343 KIAWAH RIVER DR	1,921.14	133-0-130-435	3105 MOSS LANDING BLVD	1,921.14
132-0-140-575	347 KIAWAH RIVER DR	1,921.14	133-0-130-445	3103 MOSS LANDING BLVD	1,755.54
132-0-140-585	349 KIAWAH RIVER DR	1,755.54	133-0-130-455	3049 MOSS LANDING BLVD	1,755.54
132-0-140-595	351 KIAWAH RIVER DR	1,755.54	133-0-130-465	3047 MOSS LANDING BLVD	1,921.14
132-0-140-605	353 KIAWAH RIVER DR	1,755.54	133-0-130-475	3045 MOSS LANDING BLVD	1,921.14
132-0-140-615	355 KIAWAH RIVER DR	1,755.54	133-0-130-485	3043 MOSS LANDING BLVD	1,921.14
132-0-140-625	357 KIAWAH RIVER DR	1,755.54	133-0-130-495	3041 MOSS LANDING BLVD	1,921.14
132-0-140-635	359 KIAWAH RIVER DR	1,921.14	133-0-130-505	3039 MOSS LANDING BLVD	1,755.54
132-0-150-035	344 KIAWAH RIVER DR	2,093.52	133-0-130-515	3050 LONDON LN	1,755.54
132-0-150-045	334 KIAWAH RIVER DR	2,372.44	133-0-130-525	3048 LONDON LN	1,921.14
132-0-150-055	324 KIAWAH RIVER DR	2,093.52	133-0-130-535	3046 LONDON LN	1,921.14
132-0-150-065	314 KIAWAH RIVER DR	2,093.52	133-0-130-545	3044 LONDON LN	1,921.14
132-0-150-075	304 KIAWAH RIVER DR	2,372.44	133-0-130-555	3042 LONDON LN	1,921.14
132-0-150-085	3111 THAMES RIVER DR	2,093.52	133-0-130-565	3040 LONDON LN	1,755.54
132-0-150-095	3109 THAMES RIVER DR	2,093.52	133-0-130-575	533 GARONNE ST	1,755.54
132-0-150-105	3107 THAMES RIVER DR	2,093.52	133-0-130-585	531 GARONNE ST	1,921.14
132-0-150-115	3105 THAMES RIVER DR	2,093.52	133-0-130-595	529 GARONNE ST	1,921.14
132-0-150-125	3103 THAMES RIVER DR	2,093.52	133-0-130-605	527 GARONNE ST	1,921.14
132-0-150-135	3101 THAMES RIVER DR	2,372.44	133-0-130-615	525 GARONNE ST	1,921.14
132-0-150-145	303 JAVA PL	2,372.44	133-0-130-625	523 GARONNE ST	1,921.14
132-0-150-155	313 JAVA PL	2,093.52	133-0-130-635	521 GARONNE ST	1,755.54
132-0-150-165	323 JAVA PL	2,372.44	133-0-140-015	3100 VENTURA RD	1,755.54
132-0-150-175	333 JAVA PL	2,372.44	133-0-140-025	3102 VENTURA RD	1,755.54
132-0-150-185	343 JAVA PL	2,093.52	133-0-140-035	3104 VENTURA RD	1,755.54
132-0-150-205	342 JAVA PL	2,093.52	133-0-140-045	3106 VENTURA RD	1,755.54
132-0-150-215	332 JAVA PL	2,372.44	133-0-140-055	3108 VENTURA RD	1,428.20
132-0-150-225	322 JAVA PL	2,372.44	133-0-140-065	3110 VENTURA RD	1,921.14
132-0-150-235	312 JAVA PL	2,093.52	133-0-140-075	3112 VENTURA RD	1,921.14
132-0-150-245	302 JAVA PL	2,372.44	133-0-140-085	3114 VENTURA RD	1,428.20
132-0-150-255	3051 THAMES RIVER DR	2,372.44	133-0-140-095	3116 VENTURA RD	1,755.54
132-0-150-265	3049 THAMES RIVER DR	2,372.44	133-0-140-105	3118 VENTURA RD	1,755.54
132-0-150-275	3047 THAMES RIVER DR	2,093.52	133-0-140-115	3121 LISBON LN	1,755.54
132-0-150-285	3045 THAMES RIVER DR	2,093.52	133-0-140-125	3119 LISBON LN	1,755.54
132-0-150-295	3043 THAMES RIVER DR	2,372.44	133-0-140-135	3117 LISBON LN	1,428.20
132-0-150-305	3041 THAMES RIVER DR	2,372.44	133-0-140-145	3115 LISBON LN	1,921.14
132-0-150-315	301 INDUS PL	2,372.44	133-0-140-155	3113 LISBON LN	1,921.14
132-0-150-325	311 INDUS PL	2,093.52	133-0-140-165	3111 LISBON LN	1,428.20
132-0-150-335	321 INDUS PL	2,372.44	133-0-140-175	3109 LISBON LN	1,755.54
132-0-150-345	331 INDUS PL	2,372.44	133-0-140-185	3107 LISBON LN	1,755.54
132-0-150-355	341 INDUS PL	2,093.52	133-0-140-195	3105 LISBON LN	1,755.54
132-0-150-365	3060 ROIA LN	1,921.14	133-0-140-205	3103 LISBON LN	1,755.54
132-0-150-375	3062 ROIA LN	1,755.54	133-0-140-215	3120 VENTURA RD	1,755.54
132-0-150-385	3064 ROIA LN	1,755.54	133-0-140-225	3122 VENTURA RD	1,755.54
132-0-150-395	3066 ROIA LN	1,755.54	133-0-140-235	3124 VENTURA RD	1,921.14
132-0-150-405	3068 ROIA LN	1,755.54	133-0-140-245	3126 VENTURA RD	1,428.20
132-0-150-415	3070 ROIA LN	1,921.14	133-0-140-255	3128 VENTURA RD	1,428.20
132-0-150-425	3072 ROIA LN	1,921.14	133-0-140-265	3130 VENTURA RD	1,921.14
132-0-150-435	3100 ROIA LN	1,921.14	133-0-140-275	3132 VENTURA RD	1,755.54
132-0-150-445	3102 ROIA LN	1,755.54	133-0-140-285	3134 VENTURA RD	1,755.54
132-0-150-455	3104 ROIA LN	1,755.54	133-0-140-295	3137 LISBON LN	1,755.54
132-0-150-465	3106 ROIA LN	1,755.54	133-0-140-305	3135 LISBON LN	1,755.54
132-0-150-475	3108 ROIA LN	1,755.54	133-0-140-315	3133 LISBON LN	1,921.14
132-0-150-485	3110 ROIA LN	1,755.54	133-0-140-325	3131 LISBON LN	1,428.20
132-0-150-495	3112 ROIA LN	1,921.14	133-0-140-335	3129 LISBON LN	1,428.20
132-0-170-125	2905 ROCKY MOUNTAIN DR	2,254.92	133-0-140-345	3127 LISBON LN	1,921.14
132-0-170-135	2903 ROCKY MOUNTAIN DR	2,254.92	133-0-140-355	3125 LISBON LN	1,755.54
132-0-170-145	2901 ROCKY MOUNTAIN DR	2,254.92	133-0-140-365	3123 LISBON LN	1,755.54
132-0-170-155	2907 ROCKY MOUNTAIN DR	2,254.92	133-0-140-375	3117 VENTURA RD	1,755.54
132-0-170-165	2909 ROCKY MOUNTAIN DR	2,254.92	133-0-140-385	3119 VENTURA RD	1,755.54

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-170-175	2911 ROCKY MOUNTAIN DR	2,254.92	133-0-140-395	3121 VENTURA RD	1,755.54
132-0-170-185	2925 ROCKY MOUNTAIN DR	2,254.92	133-0-140-405	3123 VENTURA RD	1,755.54
132-0-170-195	2923 ROCKY MOUNTAIN DR	2,254.92	133-0-140-415	3125 VENTURA RD	1,428.20
132-0-170-205	2921 ROCKY MOUNTAIN DR	2,254.92	133-0-140-425	3127 VENTURA RD	1,921.14
132-0-170-215	2927 ROCKY MOUNTAIN DR	2,254.92	133-0-140-435	3129 VENTURA RD	1,921.14
132-0-170-225	2929 ROCKY MOUNTAIN DR	2,254.92	133-0-140-445	3131 VENTURA RD	1,428.20
132-0-170-235	2931 ROCKY MOUNTAIN DR	2,254.92	133-0-140-455	3133 VENTURA RD	1,755.54
132-0-170-245	313 DANVERS RIVER ST	1,755.54	133-0-140-465	3135 VENTURA RD	1,755.54
132-0-170-255	311 DANVERS RIVER ST	1,921.14	133-0-140-475	3136 VENTURA RD	1,755.54
132-0-170-265	309 DANVERS RIVER ST	2,254.92	133-0-140-485	3138 VENTURA RD	1,755.54
132-0-170-275	307 DANVERS RIVER ST	2,254.92	133-0-140-495	3140 VENTURA RD	1,428.20
132-0-170-285	305 DANVERS RIVER ST	1,921.14	133-0-140-505	3142 VENTURA RD	1,921.14
132-0-170-295	303 DANVERS RIVER ST	1,921.14	133-0-140-515	3144 VENTURA RD	1,921.14
132-0-170-305	301 DANVERS RIVER ST	2,254.92	133-0-140-525	3146 VENTURA RD	1,428.20
132-0-170-315	318 ELK RIVER ST	1,755.54	133-0-140-535	3148 VENTURA RD	1,755.54
132-0-170-325	316 ELK RIVER ST	1,921.14	133-0-140-545	3150 VENTURA RD	1,755.54
132-0-170-335	314 ELK RIVER ST	2,254.92	133-0-140-555	3152 VENTURA RD	1,755.54
132-0-170-345	312 ELK RIVER ST	2,254.92	133-0-140-565	3154 VENTURA RD	1,755.54
132-0-170-355	310 ELK RIVER ST	1,921.14	133-0-140-575	3157 LISBON LN	1,755.54
132-0-170-365	308 ELK RIVER ST	1,755.54	133-0-140-585	3155 LISBON LN	1,755.54
132-0-170-375	373 FEATHER RIVER PL	2,254.92	133-0-140-595	3153 LISBON LN	1,755.54
132-0-170-385	371 FEATHER RIVER PL	2,254.92	133-0-140-605	3151 LISBON LN	1,755.54
132-0-170-395	369 FEATHER RIVER PL	2,254.92	133-0-140-615	3149 LISBON LN	1,428.20
132-0-170-405	367 FEATHER RIVER PL	2,254.92	133-0-140-625	3147 LISBON LN	1,921.14
132-0-170-415	365 FEATHER RIVER PL	2,254.92	133-0-140-635	3145 LISBON LN	1,921.14
132-0-170-425	363 FEATHER RIVER PL	2,254.92	133-0-140-645	3143 LISBON LN	1,428.20
132-0-170-435	361 FEATHER RIVER PL	2,254.92	133-0-140-655	3141 LISBON LN	1,755.54
132-0-170-445	355 FEATHER RIVER PL	2,254.92	133-0-140-665	3139 LISBON LN	1,755.54
132-0-170-455	353 FEATHER RIVER PL	2,254.92	133-0-140-675	3139 VENTURA RD	1,755.54
132-0-170-465	351 FEATHER RIVER PL	2,254.92	133-0-140-685	3137 VENTURA RD	1,755.54
132-0-170-475	349 FEATHER RIVER PL	2,254.92	133-0-140-695	3141 VENTURA RD	1,428.20
132-0-170-485	347 FEATHER RIVER PL	2,254.92	133-0-140-705	3143 VENTURA RD	1,921.14
132-0-170-495	345 FEATHER RIVER PL	2,254.92	133-0-140-715	3147 VENTURA RD	1,428.20
132-0-170-505	343 FEATHER RIVER PL	2,254.92	133-0-140-725	3145 VENTURA RD	1,921.14
132-0-170-515	341 FEATHER RIVER PL	1,755.54	133-0-140-735	3149 VENTURA RD	1,755.54
132-0-170-525	339 FEATHER RIVER PL	1,921.14	133-0-140-745	3151 VENTURA RD	1,755.54
132-0-170-535	337 FEATHER RIVER PL	2,254.92	133-0-140-755	3155 VENTURA RD	1,755.54
132-0-170-545	335 FEATHER RIVER PL	2,254.92	133-0-140-765	3153 VENTURA RD	1,755.54
132-0-170-555	333 FEATHER RIVER PL	1,921.14	133-0-140-775	735 GARRONE ST	1,755.54
132-0-170-565	331 FEATHER RIVER PL	1,755.54	133-0-140-785	737 GARRONE LN	1,921.14
132-0-170-575	321 FEATHER RIVER PL	2,254.92	133-0-140-795	739 GARONNE ST	1,921.14
132-0-170-585	319 FEATHER RIVER PL	2,254.92	133-0-140-805	741 GARONNE ST	1,921.14
132-0-170-595	317 FEATHER RIVER PL	2,254.92	133-0-140-815	743 GARONNE ST	1,921.14
132-0-170-605	315 FEATHER RIVER PL	2,254.92	133-0-140-825	745 GARONNE LN	1,921.14
132-0-170-615	316 FEATHER RIVER PL	2,254.92	133-0-140-835	747 GARRONE ST	1,755.54
132-0-170-625	318 FEATHER RIVER PL	2,254.92	133-0-150-015	3163 MOSS LANDING BLVD	1,921.14
132-0-170-635	320 FEATHER RIVER PL	2,254.92	133-0-150-025	3161 MOSS LANDING BLVD	1,921.14
132-0-170-645	319 ELK RIVER ST	2,254.92	133-0-150-035	3159 MOSS LANDING BLVD	1,428.20
132-0-170-655	317 ELK RIVER ST	2,254.92	133-0-150-045	3157 MOSS LANDING BLVD	1,921.14
132-0-170-665	315 ELK RIVER ST	2,254.92	133-0-150-055	3155 MOSS LANDING BLVD	1,921.14
132-0-170-675	313 ELK RIVER ST	2,254.92	133-0-150-065	3153 MOSS LANDING BLVD	1,428.20
132-0-180-175	351 FOREST PARK BLVD	1,755.54	133-0-150-075	3150 LONDON LN	1,428.20
132-0-180-185	349 FOREST PARK BLVD	519.96	133-0-150-085	3152 LONDON LN	1,921.14
132-0-180-195	347 FOREST PARK BLVD	519.96	133-0-150-095	3154 LONDON LN	1,921.14
132-0-180-205	345 FOREST PARK BLVD	519.96	133-0-150-105	3158 LONDON LN	1,428.20
132-0-180-215	343 FOREST PARK BLVD	519.96	133-0-150-115	3160 LONDON LN	1,921.14
132-0-180-225	341 FOREST PARK BLVD	1,755.54	133-0-150-125	3162 LONDON LN	1,921.14
132-0-180-235	335 FOREST PARK BLVD	1,755.54	133-0-150-135	3169 MOSS LANDING BLVD	1,921.14
132-0-180-245	333 FOREST PARK BLVD	519.96	133-0-150-145	3167 MOSS LANDING BLVD	1,921.14
132-0-180-255	331 FOREST PARK BLVD	519.96	133-0-150-155	3165 MOSS LANDING BLVD	1,428.20
132-0-180-265	321 FOREST PARK BLVD	519.96	133-0-150-165	3225 MOSS LANDING BLVD	1,921.14
132-0-180-275	319 FOREST PARK BLVD	519.96	133-0-150-175	3223 MOSS LANDING BLVD	1,921.14
132-0-180-285	317 FOREST PARK BLVD	1,755.54	133-0-150-185	3221 MOSS LANDING BLVD	1,428.20
132-0-180-295	315 FOREST PARK BLVD	519.96	133-0-150-195	3164 LONDON LN	1,428.20

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-180-305	313 FOREST PARK BLVD	519.96	133-0-150-205	3166 LONDON LN	1,921.14
132-0-180-315	311 FOREST PARK BLVD	1,755.54	133-0-150-215	3168 LONDON LN	1,921.14
132-0-180-325	309 FOREST PARK BLVD	519.96	133-0-150-225	3237 MOSS LANDING BLVD	1,921.14
132-0-180-335	307 FOREST PARK BLVD	519.96	133-0-150-235	3235 MOSS LANDING BLVD	1,921.14
132-0-180-345	305 FOREST PARK BLVD	519.96	133-0-150-245	3233 MOSS LANDING BLVD	1,428.20
132-0-180-355	303 FOREST PARK BLVD	519.96	133-0-150-255	3231 MOSS LANDING BLVD	1,921.14
132-0-180-365	301 FOREST PARK BLVD	1,755.54	133-0-150-265	3229 MOSS LANDING BLVD	1,921.14
132-0-180-375	3001 THAMES RIVER DR	519.96	133-0-150-275	3227 MOSS LANDING BLVD	1,428.20
132-0-180-385	3011 THAMES RIVER DR	519.96	133-0-150-285	3220 LONDON LN	1,428.20
132-0-180-395	3021 THAMES RIVER DR	519.96	133-0-150-295	3222 LONDON LN	1,921.14
132-0-180-405	3031 THAMES RIVER DR	519.96	133-0-150-305	3224 LONDON LN	1,921.14
132-0-180-415	3042 SHENANDOAH DR	1,755.54	133-0-150-315	3234 LONDON LN	1,428.20
132-0-180-425	3032 SHENANDOAH DR	519.96	133-0-150-325	3230 LONDON LN	1,921.14
132-0-180-435	3022 SHENANDOAH DR	519.96	133-0-150-335	3232 LONDON LN	1,921.14
132-0-180-445	3012 SHENANDOAH DR	519.96	133-0-170-015	738 OWENS RIVER DR	2,580.84
132-0-180-455	3002 SHENANDOAH DR	519.96	133-0-170-025	736 OWENS RIVER DR	2,580.84
132-0-180-465	3003 SHENANDOAH DR	1,755.54	133-0-170-035	734 OWENS RIVER DR	2,372.44
132-0-180-475	3013 SHENANDOAH DR	519.96	133-0-170-045	732 OWENS RIVER DR	2,093.52
132-0-180-485	3023 SHENANDOAH DR	519.96	133-0-170-055	730 OWENS RIVER DR	2,093.52
132-0-180-495	3033 SHENANDOAH DR	519.96	133-0-170-065	728 OWENS RIVER DR	2,372.44
132-0-180-505	3043 SHENANDOAH DR	519.96	133-0-170-075	726 OWENS RIVER DR	2,372.44
132-0-180-515	3053 SHENANDOAH DR	1,755.54	133-0-170-085	724 OWENS RIVER DR	2,372.44
132-0-180-525	3054 ROIA LN	1,755.54	133-0-170-095	722 OWENS RIVER DR	2,372.44
132-0-180-535	3044 ROIA LN	519.96	133-0-170-105	720 OWENS RIVER DR	2,093.52
132-0-180-545	3034 ROIA LN	519.96	133-0-170-115	718 OWENS RIVER DR	2,093.52
132-0-180-555	3024 ROIA LN	519.96	133-0-170-125	716 OWENS RIVER DR	2,372.44
132-0-180-565	3014 ROIA LN	519.96	133-0-170-135	714 OWENS RIVER DR	2,372.44
132-0-180-575	3004 ROIA LN	1,755.54	133-0-170-145	712 OWENS RIVER DR	2,372.44
132-0-180-585	3005 ROIA LN	1,755.54	133-0-170-155	710 OWENS RIVER DR	2,372.44
132-0-180-595	3015 ROIA LN	519.96	133-0-170-165	708 OWENS RIVER DR	2,093.52
132-0-180-605	3025 ROIA LN	519.96	133-0-170-175	706 OWENS RIVER DR	2,093.52
132-0-180-615	3035 ROIA LN	519.96	133-0-170-185	704 OWENS RIVER DR	2,372.44
132-0-180-625	3045 ROIA LN	519.96	133-0-170-195	702 OWENS RIVER DR	2,372.44
132-0-180-635	3055 ROIA LN	1,755.54	133-0-170-205	700 OWENS RIVER DR	2,372.44
132-0-180-645	3056 PALISADES PARK DR	1,755.54	133-0-170-215	701 NILE RIVER DR	2,093.52
132-0-180-655	3046 PALISADES PARK DR	519.96	133-0-170-225	703 NILE RIVER DR	2,372.44
132-0-180-665	3036 PALISADES PARK DR	519.96	133-0-170-235	705 NILE RIVER DR	2,372.44
132-0-180-675	3026 PALISADES PARK DR	519.96	133-0-170-245	707 NILE RIVER DR	2,093.52
132-0-180-685	3016 PALISADES PARK DR	519.96	133-0-170-255	709 NILE RIVER DR	2,093.52
132-0-180-695	3006 PALISADES PARK DR	1,755.54	133-0-170-265	711 NILE RIVER DR	2,372.44
132-0-180-705	400 INDUS PL	1,755.54	133-0-170-275	713 NILE RIVER DR	2,372.44
132-0-180-715	410 INDUS PL	519.96	133-0-170-285	715 NILE RIVER DR	2,093.52
132-0-180-725	420 INDUS PL	519.96	133-0-170-295	717 NILE RIVER DR	2,372.44
132-0-180-735	3020 ORLEANS DR	519.96	133-0-170-305	719 NILE RIVER DR	2,372.44
132-0-180-745	3010 ORLEANS DR	519.96	133-0-170-315	721 NILE RIVER DR	2,093.52
132-0-180-755	3000 ORLEANS DR	1,755.54	133-0-170-325	723 NILE RIVER DR	2,093.52
132-0-180-765	405 GARONNE ST	1,755.54	133-0-170-335	725 NILE RIVER DR	2,372.44
132-0-180-775	403 GARONNE ST	519.96	133-0-170-345	727 NILE RIVER DR	2,372.44
132-0-180-785	401 GARONNE ST	519.96	133-0-170-355	729 NILE RIVER DR	2,372.44
132-0-190-015	321 COLORADO RIVER PL	519.96	133-0-170-365	731 NILE RIVER DR	2,372.44
132-0-190-025	331 COLORADO RIVER PL	519.96	133-0-170-375	733 NILE RIVER DR	2,093.52
132-0-190-035	341 COLORADO RIVER PL	519.96	133-0-170-385	735 NILE RIVER DR	2,093.52
132-0-190-045	351 COLORADO RIVER PL	519.96	133-0-170-395	737 NILE RIVER DR	2,580.84
132-0-190-055	391 COLORADO RIVER PL	519.96	133-0-170-405	734 NILE RIVER DR	2,372.44
132-0-190-065	381 COLORADO RIVER PL	519.96	133-0-170-415	732 NILE RIVER DR	2,580.84
132-0-190-075	371 COLORADO RIVER PL	519.96	133-0-170-425	730 NILE RIVER DR	2,372.44
132-0-190-085	361 COLORADO RIVER PL	519.96	133-0-170-435	728 NILE RIVER DR	2,093.52
132-0-190-095	2800 RIVERPARK BLVD	519.96	133-0-170-445	726 NILE RIVER DR	2,093.52
132-0-190-105	2802 RIVERPARK BLVD	519.96	133-0-170-455	724 NILE RIVER DR	2,372.44
132-0-190-115	2804 RIVERPARK BLVD	519.96	133-0-170-465	722 NILE RIVER DR	2,580.84
132-0-190-125	2820 RIVERPARK BLVD	519.96	133-0-170-475	720 NILE RIVER DR	2,580.84
132-0-190-135	2818 RIVERPARK BLVD	519.96	133-0-170-485	718 NILE RIVER DR	2,372.44
132-0-190-145	2816 RIVERPARK BLVD	519.96	133-0-170-495	716 NILE RIVER DR	2,093.52
132-0-190-155	2814 RIVERPARK BLVD	519.96	133-0-170-505	714 NILE RIVER DR	2,093.52

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-190-165	2812 RIVERPARK BLVD	519.96	133-0-170-515	712 NILE RIVER DR	2,372.44
132-0-190-175	2810 RIVERPARK BLVD	519.96	133-0-170-525	710 NILE RIVER DR	2,372.44
132-0-190-185	2821 SMOKY MOUNTAIN DR	1,755.54	133-0-170-535	708 NILE RIVER DR	2,372.44
132-0-190-195	2819 SMOKY MOUNTAIN DR	519.96	133-0-170-545	706 NILE RIVER DR	2,372.44
132-0-190-205	2817 SMOKY MOUNTAIN DR	519.96	133-0-180-015	696 OWENS RIVER DR	2,977.50
132-0-190-215	2815 SMOKY MOUNTAIN DR	519.96	133-0-180-025	694 OWENS RIVER DR	2,372.44
132-0-190-225	2813 SMOKY MOUNTAIN DR	519.96	133-0-180-035	692 OWENS RIVER DR	2,977.50
132-0-190-235	2811 SMOKY MOUNTAIN DR	519.96	133-0-180-045	690 OWENS RIVER DR	2,977.50
132-0-190-245	2801 SMOKY MOUNTAIN DR	519.96	133-0-180-055	688 OWENS RIVER DR	2,977.50
132-0-190-255	2803 SMOKY MOUNTAIN DR	519.96	133-0-180-065	686 OWENS RIVER DR	2,372.44
132-0-190-265	2805 SMOKY MOUNTAIN DR	519.96	133-0-180-075	684 OWENS RIVER DR	2,977.50
132-0-190-275	2835 SMOKY MOUNTAIN DR	519.96	133-0-180-085	682 OWENS RIVER DR	2,977.50
132-0-190-285	2833 SMOKY MOUNTAIN DR	519.96	133-0-180-095	680 OWENS RIVER DR	2,372.44
132-0-190-295	2831 SMOKY MOUNTAIN DR	519.96	133-0-180-105	676 OWENS RIVER DR	2,372.44
132-0-190-305	2830 RIVERPARK BLVD	1,921.14	133-0-180-115	674 OWENS RIVER DR	2,977.50
132-0-190-315	2832 RIVERPARK BLVD	1,755.54	133-0-180-125	672 OWENS RIVER DR	2,977.50
132-0-190-325	2834 RIVER PARK BLVD	519.96	133-0-180-135	670 OWENS RIVER DR	2,372.44
132-0-190-335	392 DANVERS RIVER ST	519.96	133-0-180-145	668 OWENS RIVER DR	2,977.50
132-0-190-345	382 DANVERS RIVER ST	1,755.54	133-0-180-155	664 OWENS RIVER DR	2,977.50
132-0-190-355	372 DANVERS RIVER ST	519.96	133-0-180-165	662 OWENS RIVER DR	2,977.50
132-0-190-365	362 DANVERS RIVER ST	519.96	133-0-180-175	660 OWENS RIVER DR	2,372.44
132-0-190-375	322 DANVERS RIVER ST	519.96	133-0-180-185	658 OWENS RIVER DR	2,977.50
132-0-190-385	332 DANVERS RIVER ST	519.96	133-0-180-195	3441 N OXNARD BLVD	2,977.50
132-0-190-395	342 DANVERS RIVER ST	519.96	133-0-180-205	3431 N OXNARD BLVD	2,977.50
132-0-190-405	352 DANVERS RIVER ST	519.96	133-0-180-215	3421 N OXNARD BLVD	2,977.50
132-0-200-015	2716 RIVERPARK BLVD	1,921.14	133-0-180-225	3411 N OXNARD BLVD	2,372.44
132-0-200-025	2714 RIVERPARK BLVD	1,755.54	133-0-180-235	3401 N OXNARD BLVD	2,977.50
132-0-200-035	2712 RIVERPARK BLVD	1,755.54	133-0-180-245	665 NILE RIVER DR	2,977.50
132-0-200-045	2710 RIVERPARK BLVD	1,755.54	133-0-180-255	669 NILE RIVER DR	2,977.50
132-0-200-055	2720 RIVERPARK BLVD	1,921.14	133-0-180-265	671 NILE RIVER DR	2,372.44
132-0-200-065	2722 RIVERPARK BLVD	1,755.54	133-0-180-275	673 NILE RIVER DR	2,977.50
132-0-200-075	2724 RIVERPARK BLVD	1,755.54	133-0-180-285	675 NILE RIVER DR	2,977.50
132-0-200-085	2726 RIVERPARK BLVD	1,755.54	133-0-180-295	677 NILE RIVER DR	2,977.50
132-0-200-095	2734 RIVERPARK BLVD	519.96	133-0-180-305	679 NILE RIVER DR	2,977.50
132-0-200-105	2732 RIVERPARK BLVD	519.96	133-0-180-315	681 NILE RIVER DR	2,977.50
132-0-200-115	2730 RIVERPARK BLVD	519.96	133-0-180-325	683 NILE RIVER DR	2,977.50
132-0-200-125	390 COLORADO RIVER PL	519.96	133-0-180-335	685 NILE RIVER DR	2,372.44
132-0-200-135	380 COLORADO RIVER PL	519.96	133-0-180-345	687 NILE RIVER DR	2,977.50
132-0-200-145	370 COLORADO RIVER PL	519.96	133-0-180-355	689 NILE RIVER DR	2,977.50
132-0-200-155	360 COLORADO RIVER PL	519.96	133-0-180-365	691 NILE RIVER DR	2,977.50
132-0-200-165	320 COLORADO RIVER PL	1,755.54	133-0-180-375	693 NILE RIVER DR	2,977.50
132-0-200-175	330 COLORADO RIVER PL	519.96	133-0-180-385	695 NILE RIVER DR	2,372.44
132-0-200-185	340 COLORADO RIVER PL	519.96	133-0-180-395	697 NILE RIVER DR	2,977.50
132-0-200-195	350 COLORADO RIVER PL	519.96	133-0-180-405	696 NILE RIVER DR	2,372.44
132-0-200-205	2735 SMOKY MOUNTAIN DR	519.96	133-0-180-415	694 NILE RIVER DR	2,372.44
132-0-200-215	2733 SMOKY MOUNTAIN DR	519.96	133-0-180-425	692 NILE RIVER DR	2,372.44
132-0-200-225	2731 SMOKY MOUNTAIN DR	519.96	133-0-180-435	690 NILE RIVER DR	2,372.44
132-0-200-235	2721 SMOKY MOUNTAIN DR	1,921.14	133-0-180-445	688 NILE RIVER DR	2,093.52
132-0-200-245	2723 SMOKY MOUNTAIN DR	1,755.54	133-0-180-455	686 NILE RIVER DR	2,093.52
132-0-200-255	2725 SMOKY MOUNTAIN DR	1,755.54	133-0-180-465	684 NILE RIVER DR	2,372.44
132-0-200-265	2727 SMOKY MOUNTAIN DR	1,755.54	133-0-180-475	682 NILE RIVER DR	2,372.44
132-0-200-275	2717 SMOKY MOUNTAIN DR	1,921.14	133-0-180-485	680 NILE RIVER DR	2,372.44
132-0-200-285	2715 SMOKY MOUNTAIN DR	1,755.54	133-0-180-495	678 NILE RIVER DR	2,372.44
132-0-200-295	2713 SMOKY MOUNTAIN DR	1,755.54	133-0-180-505	676 NILE RIVER DR	2,093.52
132-0-200-305	2711 SMOKY MOUNTAIN DR	1,755.54	133-0-180-515	674 NILE RIVER DR	2,093.52
132-0-200-455	2701 SMOKY MOUNTAIN DR	1,428.20	133-0-180-525	672 NILE RIVER DR	2,372.44
132-0-200-465	2703 SMOKY MOUNTAIN DR	1,428.20	133-0-180-535	670 NILE RIVER DR	2,372.44
132-0-200-475	2705 SMOKY MOUNTAIN DR	1,428.20	133-0-180-555	3309 N VENTURA RD	1,428.20
132-0-200-485	2700 RIVERPARK BLVD	1,755.54	133-0-180-565	3311 N VENTURA RD	1,755.54
132-0-200-495	2702 RIVERPARK BLVD	1,755.54	133-0-180-575	3313 N VENTURA RD	1,755.54
132-0-200-505	2704 RIVERPARK BLVD	1,921.14	133-0-180-585	3315 N VENTURA RD	1,428.20
132-0-200-515	341 AMERICAN RIVER CT	1,755.54	133-0-180-595	3317 N VENTURA RD	1,755.54
132-0-200-525	343 AMERICAN RIVER CT	1,428.20	133-0-180-605	3319 N VENTURA RD	1,428.20
132-0-200-535	345 AMERICAN RIVER CT	1,428.20	133-0-180-615	3321 N VENTURA RD	1,428.20

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-200-545	347 AMERICAN RIVER CT	1,428.20	133-0-180-625	3323 VENTURA BLVD	1,755.54
132-0-200-555	357 AMERICAN RIVER CT	1,755.54	133-0-180-635	3325 N VENTURA RD	1,428.20
132-0-200-565	355 AMERICAN RIVER CT	1,755.54	133-0-180-645	3327 N VENTURA RD	1,428.20
132-0-200-575	353 AMERICAN RIVER CT	1,755.54	133-0-180-655	3329 N VENTURA RD	1,755.54
132-0-200-585	351 AMERICAN RIVER CT	1,921.14	133-0-180-665	3331 N VENTURA RD	1,428.20
132-0-210-345	300 BIG SUR RIVER PL	1,428.20	133-0-180-675	3333 N VENTURA RD	1,428.20
132-0-210-355	302 BIG SUR RIVER PL	1,428.20	133-0-180-685	3335 N VENTURA RD	1,755.54
132-0-210-365	304 BIG SUR RIVER PL	1,428.20	133-0-180-695	3337 N VENTURA RD	1,755.54
132-0-210-375	306 BIG SUR RIVER PL	1,428.20	133-0-180-705	3339 N VENTURA RD	1,428.20
132-0-210-385	308 BIG SUR RIVER PL	1,428.20	133-0-180-715	3341 N VENTURA RD	1,755.54
132-0-210-395	310 BIG SUR RIVER PL	1,428.20	133-0-180-725	3343 N VENTURA RD	1,428.20
132-0-210-405	301 AMERICAN RIVER CT	1,428.20	133-0-180-735	3345 N VENTURA RD	1,755.54
132-0-210-415	303 AMERICAN RIVER CT	1,428.20	133-0-180-745	3347 N VENTURA RD	1,428.20
132-0-210-425	305 AMERICAN RIVER CT	1,428.20	133-0-180-755	3349 N VENTURA RD	1,755.54
132-0-210-435	307 AMERICAN RIVER CT	1,428.20	133-0-180-765	3361 OXNARD BLVD	1,428.20
132-0-210-445	309 AMERICAN RIVER CT	1,428.20	133-0-180-775	3363 OXNARD BLVD	1,755.54
132-0-210-455	311 AMERICAN RIVER CT	1,428.20	133-0-180-785	3365 OXNARD BLVD	1,755.54
132-0-210-465	312 BIG SUR RIVER PL	1,428.20	133-0-180-795	3367 OXNARD BLVD	1,428.20
132-0-210-475	314 BIG SUR RIVER PL	1,428.20	133-0-180-805	3369 OXNARD BLVD	1,755.54
132-0-210-485	316 BIG SUR RIVER PL	1,428.20	133-0-180-815	3371 OXNARD BLVD	1,428.20
132-0-210-495	318 BIG SUR RIVER PL	1,755.54	133-0-220-015	3240 LONDON LN	1,921.14
132-0-210-505	313 AMERICAN RIVER CT	1,428.20	133-0-220-025	3242 LONDON LN	1,921.14
132-0-210-515	315 AMERICAN RIVER CT	1,428.20	133-0-220-035	3244 LONDON LN	1,428.20
132-0-210-525	317 AMERICAN RIVER CT	1,428.20	133-0-220-045	3251 MOSS LANDING BLVD	1,428.20
132-0-210-535	319 AMERICAN RIVER CT	1,755.54	133-0-220-055	3247 MOSS LANDING BLVD	1,921.14
132-0-210-545	330 BIG SUR RIVER PL	1,428.20	133-0-220-065	3245 MOSS LANDING BLVD	1,921.14
132-0-210-555	328 BIG SUR RIVER PL	1,428.20	133-0-220-075	3243 MOSS LANDING BLVD	1,921.14
132-0-210-565	326 BIG SUR RIVER PL	1,428.20	133-0-220-085	3241 MOSS LANDING BLVD	1,921.14
132-0-210-575	324 BIG SUR RIVER PL	1,428.20	133-0-220-095	3239 MOSS LANDING BLVD	1,428.20
132-0-210-585	322 BIG SUR RIVER PL	1,428.20	133-0-220-105	3230 N OXNARD BLVD	1,428.20
132-0-210-595	320 BIG SUR RIVER PL	1,428.20	133-0-220-115	3240 N OXNARD BLVD	1,921.14
132-0-210-605	331 AMERICAN RIVER CT	1,428.20	133-0-220-125	3250 N OXNARD BLVD	1,921.14
132-0-210-615	329 AMERICAN RIVER CT	1,428.20	133-0-220-135	3248 LONDON LN	1,921.14
132-0-210-625	327 AMERICAN RIVER CT	1,428.20	133-0-220-145	3250 LONDON LN	1,921.14
132-0-210-635	325 AMERICAN RIVER CT	1,428.20	133-0-220-155	3246 LONDON LN	1,428.20
132-0-210-645	323 AMERICAN RIVER CT	1,428.20	133-0-220-165	3253 MOSS LANDING BLVD	1,428.20
132-0-210-655	321 AMERICAN RIVER CT	1,428.20	133-0-220-175	3257 MOSS LANDING BLVD	1,921.14
132-0-230-195	500 FOREST PARK BLVD	57,962.92	133-0-220-185	3255 MOSS LANDING BLVD	1,921.14
132-0-230-205	500 FOREST PARK BLVD	57,962.92	133-0-220-195	3252 LONDON LN	1,921.14
132-0-230-225	470 FOREST PARK BLVD	121,618.64	133-0-220-205	3254 LONDON LN	1,921.14
132-0-230-235	401 DANVERS RIVER DR	27,428.88	133-0-220-215	3256 LONDON LN	1,428.20
132-0-251-015	648 FLATHEAD RIVER ST	1,755.54	133-0-220-225	3259 MOSS LANDING BLVD	1,428.20
132-0-251-025	646 FLATHEAD RIVER ST	1,755.54	133-0-220-235	3263 MOSS LANDING BLVD	1,921.14
132-0-251-035	644 FLATHEAD RIVER ST	1,755.54	133-0-220-245	3261 MOSS LANDING BLVD	1,921.14
132-0-251-045	642 FLATHEAD RIVER ST	1,755.54	133-0-220-255	3258 LONDON LN	1,921.14
132-0-251-055	640 FLATHEAD RIVER ST	1,755.54	133-0-220-265	3260 LONDON LN	1,921.14
132-0-251-065	638 FLATHEAD RIVER ST	1,755.54	133-0-220-275	3262 LONDON LN	1,428.20
132-0-251-075	636 FLATHEAD RIVER ST	1,755.54	133-0-220-285	3265 MOSS LANDING BLVD	1,428.20
132-0-251-085	634 FLATHEAD RIVER ST	1,755.54	133-0-220-295	3269 MOSS LANDING BLVD	1,921.14
132-0-251-095	632 FLATHEAD RIVER ST	1,755.54	133-0-220-305	3267 MOSS LANDING BLVD	1,921.14
132-0-251-105	630 FLATHEAD RIVER ST	1,755.54	133-0-220-315	3264 LONDON LN	1,921.14
132-0-251-115	628 FLATHEAD RIVER ST	1,755.54	133-0-220-325	3266 LONDON LN	1,921.14
132-0-251-125	626 FLATHEAD RIVER ST	1,755.54	133-0-220-335	3268 LONDON LN	1,428.20
132-0-251-135	624 FLATHEAD RIVER ST	1,755.54	133-0-220-345	3275 MOSS LANDING BLVD	1,428.20
132-0-251-145	622 FLATHEAD RIVER ST	1,755.54	133-0-220-355	3273 MOSS LANDING BLVD	1,921.14
132-0-251-155	620 FLATHEAD RIVER ST	1,755.54	133-0-220-365	3271 MOSS LANDING BLVD	1,921.14
132-0-251-165	614 FLATHEAD RIVER ST	1,755.54	133-0-220-375	3253 LONDON LN	1,755.54
132-0-251-175	612 FLATHEAD RIVER ST	1,755.54	133-0-220-385	3251 LONDON LN	2,254.92
132-0-251-185	610 FLATHEAD RIVER ST	1,755.54	133-0-220-395	3249 LONDON LN	1,921.14
132-0-251-195	608 FLATHEAD RIVER ST	1,755.54	133-0-220-405	3245 LONDON LN	1,921.14
132-0-251-205	606 FLATHEAD RIVER ST	1,755.54	133-0-220-415	3247 LONDON LN	2,254.92
132-0-251-215	604 FLATHEAD RIVER ST	1,755.54	133-0-220-425	3243 LONDON LN	1,755.54
132-0-251-225	602 FLATHEAD RIVER ST	1,755.54	133-0-220-435	3260 N OXNARD BLVD	1,921.14

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-251-235	600 FLATHEAD RIVER ST	1,755.54	133-0-220-445	3270 N OXNARD BLVD	2,254.92
132-0-251-245	514 FLATHEAD RIVER ST	1,755.54	133-0-220-455	3280 N OXNARD BLVD	1,755.54
132-0-251-255	512 FLATHEAD RIVER ST	1,755.54	133-0-220-465	3241 LONDON LN	1,755.54
132-0-251-265	510 FLATHEAD RIVER ST	1,755.54	133-0-220-475	3239 LONDON LN	2,254.92
132-0-251-275	508 FLATHEAD RIVER ST	1,755.54	133-0-220-485	3237 LONDON LN	1,921.14
132-0-251-285	506 FLATHEAD RIVER ST	1,755.54	133-0-220-495	3235 LONDON LN	1,755.54
132-0-251-295	504 FLATHEAD RIVER ST	1,755.54	133-0-220-505	3233 LONDON LN	2,254.92
132-0-251-305	502 FLATHEAD RIVER ST	1,755.54	133-0-220-515	3231 LONDON LN	1,921.14
132-0-251-315	500 FLATHEAD RIVER ST	1,755.54	133-0-220-525	3161 LODON LN	1,921.14
132-0-251-325	3007 MOONLIGHT PARK AVE	2,420.52	133-0-220-535	3159 LONDON LN	2,254.92
132-0-251-335	3005 MOONLIGHT PARK AVE	2,420.52	133-0-220-545	3157 LONDON LN	1,755.54
132-0-251-345	3003 MOONLIGHT PARK AVE	2,420.52	133-0-220-555	3155 LONDON LN	1,921.14
132-0-251-355	3001 MOONLIGHT PARK AVE	2,420.52	133-0-220-565	3153 LONDON LN	2,254.92
132-0-251-365	639 FOREST PARK BLVD	2,254.92	133-0-220-575	3151 LONDON LN	1,755.54
132-0-251-375	637 FOREST PARK BLVD	1,921.14	133-0-220-595	3166 N OXNARD BLVD	1,921.14
132-0-251-385	635 FOREST PARK BLVD	1,921.14	133-0-220-605	3168 N OXNARD BLVD	2,254.92
132-0-251-395	633 FOREST PARK BLVD	2,254.92	133-0-220-615	3170 N OXNARD BLVD	1,755.54
132-0-251-405	631 FOREST PARK BLVD	1,921.14	133-0-220-625	3160 N OXNARD BLVD	1,755.54
132-0-251-415	629 FOREST PARK BLVD	1,921.14	133-0-220-635	3162 N OXNARD BLVD	2,254.92
132-0-251-425	627 FOREST PARK BLVD	2,254.92	133-0-220-645	3164 N OXNARD BLVD	1,921.14
132-0-251-435	625 FOREST PARK BLVD	2,254.92	133-0-230-015	601 GARONNE ST	1,755.54
132-0-251-445	623 FOREST PARK BLVD	1,921.14	133-0-230-025	611 GARONNE ST	1,921.14
132-0-251-455	621 FOREST PARK BLVD	2,254.92	133-0-230-035	621 GARONNE ST	1,921.14
132-0-251-465	519 FOREST PARK BLVD	2,254.92	133-0-230-045	631 GARONNE ST	1,921.14
132-0-251-475	517 FOREST PARK BLVD	1,921.14	133-0-230-055	641 GARONNE ST	1,921.14
132-0-251-485	515 FOREST PARK BLVD	2,254.92	133-0-230-065	651 GARONNE ST	1,921.14
132-0-251-495	513 FOREST PARK BLVD	2,254.92	133-0-230-075	661 GARONNE ST	1,755.54
132-0-251-505	511 FOREST PARK BLVD	1,921.14	133-0-230-085	3100 N OXNARD BLVD	2,420.52
132-0-251-515	509 FOREST PARK BLVD	1,921.14	133-0-230-095	3102 N OXNARD BLVD	2,254.92
132-0-251-525	507 FOREST PARK BLVD	2,254.92	133-0-230-105	3104 N OXNARD BLVD	2,254.92
132-0-251-535	505 FOREST PARK BLVD	2,254.92	133-0-230-115	3106 N OXNARD BLVD	2,254.92
132-0-251-545	503 FOREST PARK BLVD	1,921.14	133-0-230-125	3108 N OXNARD BLVD	2,254.92
132-0-251-555	501 FOREST PARK BLVD	2,254.92	133-0-230-135	3110 N OXNARD BLVD	2,420.52
132-0-251-565	617 FOREST PARK BLVD	2,254.92	133-0-230-145	3112 N OXNARD BLVD	2,420.52
132-0-251-575	615 FOREST PARK BLVD	1,921.14	133-0-230-155	3114 N OXNARD BLVD	2,254.92
132-0-251-585	613 FOREST PARK BLVD	2,254.92	133-0-230-165	3116 N OXNARD BLVD	2,254.92
132-0-251-595	611 FOREST PARK BLVD	2,254.92	133-0-230-175	3118 N OXNARD BLVD	2,420.52
132-0-251-605	609 FOREST PARK BLVD	1,921.14	133-0-230-185	3135 LONDON LN	1,755.54
132-0-251-615	607 FOREST PARK BLVD	1,921.14	133-0-230-195	3133 LONDON LN	1,921.14
132-0-251-625	605 FOREST PARK BLVD	2,254.92	133-0-230-205	3131 LONDON LN	1,921.14
132-0-251-635	603 FOREST PARK BLVD	2,254.92	133-0-230-215	3125 LONDON LN	1,921.14
132-0-251-645	601 FOREST PARK BLVD	2,254.92	133-0-230-225	3123 LONDON LN	1,921.14
132-0-251-655	3008 N OXNARD BLVD	2,254.92	133-0-230-235	3121 LONDON LN	1,755.54
132-0-251-665	3010 N OXNARD BLVD	2,254.92	133-0-230-245	3115 LONDON LN	1,755.54
132-0-251-675	3012 N OXNARD BLVD	2,254.92	133-0-230-255	3113 LONDON LN	1,921.14
132-0-251-685	3014 N OXNARD BLVD	2,254.92	133-0-230-265	3111 LONDON LN	1,921.14
132-0-252-015	614 GREEN RIVER ST	1,755.54	133-0-230-275	3109 LONDON LN	1,921.14
132-0-252-025	612 GREEN RIVER ST	1,755.54	133-0-230-285	3107 LONDON LN	1,921.14
132-0-252-035	610 GREEN RIVER ST	1,755.54	133-0-230-295	3105 LONDON LN	1,921.14
132-0-252-045	608 GREEN RIVER ST	1,755.54	133-0-230-305	3103 LONDON LN	1,921.14
132-0-252-055	606 GREEN RIVER ST	1,755.54	133-0-230-315	3101 LONDON LN	1,755.54
132-0-252-065	604 GREEN RIVER ST	1,755.54	133-0-230-325	3051 LONDON LN	1,755.54
132-0-252-075	602 GREEN RIVER ST	1,755.54	133-0-230-335	3049 LONDON LN	1,921.14
132-0-252-085	3025 MOSS LANDING BLVD	1,755.54	133-0-230-345	3047 LONDON LN	1,921.14
132-0-252-095	3023 MOSS LANDING BLVD	1,755.54	133-0-230-355	3045 LONDON LN	1,921.14
132-0-252-105	3021 MOSS LANDING BLVD	1,755.54	133-0-230-365	3039 LONDON LN	1,921.14
132-0-252-115	3019 MOSS LANDING BLVD	1,755.54	133-0-230-375	3037 LONDON LN	1,755.54
132-0-252-125	3017 MOSS LANDING BLVD	1,755.54	133-0-230-385	3122 N OXNARD BLVD	2,420.52
132-0-252-135	3015 MOSS LANDING BLVD	1,755.54	133-0-230-395	3124 N OXNARD BLVD	2,254.92

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-252-145	3013 MOSS LANDING BLVD	1,755.54	133-0-230-405	3126 N OXNARD BLVD	2,254.92
132-0-252-155	3011 MOSS LANDING BLVD	1,755.54	133-0-230-415	3128 N OXNARD BLVD	2,254.92
132-0-252-165	603 FLATHEAD RIVER ST	1,755.54	133-0-230-425	3130 N OXNARD BLVD	2,254.92
132-0-252-175	605 FLATHEAD RIVER ST	1,755.54	133-0-230-435	3132 N OXNARD BLVD	2,420.52
132-0-252-185	607 FLATHEAD RIVER ST	1,755.54	133-0-241-015	661 SEINE RIVER WAY	2,372.44
132-0-252-195	609 FLATHEAD RIVER ST	1,755.54	133-0-241-025	665 SEINE RIVER WAY	2,093.52
132-0-252-205	611 FLATHEAD RIVER ST	1,755.54	133-0-241-035	669 SEINE RIVER WAY	2,372.44
132-0-252-215	613 FLATHEAD RIVER ST	1,755.54	133-0-241-045	671 SEINE RIVER WAY	2,372.44
132-0-252-225	615 FLATHEAD RIVER ST	1,755.54	133-0-241-055	675 SEINE RIVER WAY	2,093.52
132-0-252-235	646 GREEN RIVER ST	1,755.54	133-0-241-065	679 SEINE RIVER WAY	2,372.44
132-0-252-245	644 GREEN RIVER ST	1,755.54	133-0-241-075	681 SEINE RIVER WAY	2,093.52
132-0-252-255	642 GREEN RIVER ST	1,755.54	133-0-241-085	683 SEINE RIVER WAY	2,372.44
132-0-252-265	640 GREEN RIVER ST	1,755.54	133-0-241-095	685 SEINE RIVER WAY	2,372.44
132-0-252-275	638 GREEN RIVER ST	1,755.54	133-0-241-105	3560 ALBION DR	2,372.44
132-0-252-285	636 GREEN RIVER ST	1,755.54	133-0-241-115	3564 ALBION DR	2,093.52
132-0-252-295	634 GREEN RIVER ST	1,755.54	133-0-241-125	3574 ALBION DR	2,372.44
132-0-252-305	630 GREEN RIVER ST	1,755.54	133-0-241-135	3584 ALBION DR	2,093.52
132-0-252-315	628 GREEN RIVER ST	1,755.54	133-0-241-145	3594 ALBION DR	2,372.44
132-0-252-325	624 GREEN RIVER ST	1,755.54	133-0-241-155	678 TIBER RIVER WAY	2,093.52
132-0-252-335	622 GREEN RIVER ST	1,755.54	133-0-241-165	676 TIBER RIVER WAY	2,372.44
132-0-252-345	620 GREEN RIVER ST	1,755.54	133-0-241-175	674 TIBER RIVER WAY	2,372.44
132-0-252-355	625 FLATHEAD RIVER ST	1,755.54	133-0-241-185	672 TIBER RIVER WAY	2,372.44
132-0-252-365	627 FLATHEAD RIVER ST	1,755.54	133-0-241-195	670 TIBER RIVER WAY	2,093.52
132-0-252-375	629 FLATHEAD RIVER ST	1,755.54	133-0-241-205	668 TIBER RIVER WAY	2,372.44
132-0-252-385	631 FLATHEAD RIVER ST	1,755.54	133-0-241-215	664 TIBER RIVER WAY	2,093.52
132-0-252-395	633 FLATHEAD RIVER ST	1,755.54	133-0-241-225	662 TIBER RIVER WAY	2,372.44
132-0-252-405	637 FLATHEAD RIVER ST	1,755.54	133-0-242-015	647 SEINE RIVER WAY	2,093.52
132-0-252-415	639 FLATHEAD RIVER ST	1,755.54	133-0-242-025	657 SEINE RIVER WAY	2,372.44
132-0-252-425	641 FLATHEAD RIVER ST	1,755.54	133-0-242-035	658 TIBER RIVER WAY	2,372.44
132-0-252-435	643 FLATHEAD RIVER ST	1,755.54	133-0-242-045	648 TIBER RIVER WAY	2,372.44
132-0-252-445	645 FLATHEAD RIVER ST	1,755.54	133-0-242-055	638 TIBER RIVER WAY	2,093.52
132-0-252-455	647 FLATHEAD RIVER ST	1,755.54	133-0-243-015	663 TIBER RIVER WAY	2,372.44
132-0-252-465	649 FLATHEAD RIVER ST	1,755.54	133-0-243-025	665 TIBER RIVER WAY	2,372.44
132-0-252-475	3020 N OXNARD BLVD	2,254.92	133-0-243-035	NOT AVAILABLE	2,093.52
132-0-252-485	3022 N OXNARD BLVD	1,921.14	133-0-243-045	669 TIBER RIVER WAY	2,372.44
132-0-252-495	3024 N OXNARD BLVD	1,921.14	133-0-243-055	671 TIBER RIVER WAY	2,093.52
132-0-252-505	3026 N OXNARD BLVD	2,254.92	133-0-243-065	673 TIBER RIVER WAY	2,093.52
132-0-252-515	3028 N OXNARD BLVD	2,254.92	133-0-243-085	675 TIBER RIVER WAY	2,093.52
132-0-252-525	3030 N OXNARD BLVD	1,921.14	133-0-243-095	677 TIBER RIVER WAY	2,093.52
132-0-252-535	3032 N OXNARD BLVD	2,254.92	133-0-243-105	678 WHALEN WAY	2,977.50
132-0-260-015	416 GREEN RIVER ST	1,755.54	133-0-243-115	676 WHALEN WAY	2,580.84
132-0-260-025	414 GREEN RIVER ST	1,755.54	133-0-243-125	674 WHALEN WAY	2,372.44
132-0-260-035	412 GREEN RIVER ST	1,755.54	133-0-243-135	672 WHALEN WAY	2,977.50
132-0-260-045	410 GREEN RIVER ST	1,755.54	133-0-243-145	670 WHALEN WAY	2,580.84
132-0-260-055	408 GREEN RIVER ST	1,755.54	133-0-243-155	668 WHALEN WAY	2,977.50
132-0-260-065	407 FLATHEAD RIVER ST	1,755.54	133-0-243-165	664 WHALEN WAY	2,372.44
132-0-260-075	417 FLATHEAD RIVER ST	1,755.54	133-0-244-015	619 TIBER RIVER WAY	2,372.44
132-0-260-085	427 FLATHEAD RIVER ST	1,755.54	133-0-244-025	629 TIBER RIVER WAY	2,580.84
132-0-260-095	437 FLATHEAD RIVER ST	1,755.54	133-0-244-035	639 TIBER RIVER WAY	2,977.50
132-0-260-105	447 FLATHEAD RIVER ST	1,755.54	133-0-244-045	649 TIBER RIVER WAY	2,372.44
132-0-260-115	457 FLATHEAD RIVER ST	1,755.54	133-0-244-055	650 WHALEN WAY	2,977.50
132-0-260-125	3010 MOONLIGHT PARK AVE	1,755.54	133-0-244-065	640 WHALEN WAY	2,580.84
132-0-260-135	3012 MOONLIGHT PARK AVE	1,755.54	133-0-244-075	630 WHALEN WAY	2,372.44
132-0-260-145	3014 MOONLIGHT PARK AVE	1,755.54	133-0-244-085	620 WHALEN WAY	2,580.84
132-0-260-155	3016 MOONLIGHT PARK AVE	1,755.54	133-0-245-015	601 WHALEN WAY	2,977.50
132-0-260-165	3018 MOONLIGHT PARK AVE	1,755.54	133-0-245-025	611 WHALEN WAY	2,372.44
132-0-260-175	3020 MOONLIGHT PARK AVE	1,755.54	133-0-245-035	621 WHALEN WAY	2,580.84
132-0-260-185	3022 MOONLIGHT PARK AVE	1,755.54	133-0-245-045	631 WHALEN WAY	2,977.50
132-0-260-195	406 GARONNE ST	2,420.52	133-0-245-055	641 WHALEN WAY	2,372.44

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-260-205	404 GARONNE ST	2,420.52	133-0-245-065	651 WHALEN WAY	2,580.84
132-0-260-215	402 GARONNE ST	2,420.52	133-0-245-075	665 WHALEN WAY	2,977.50
132-0-260-225	400 GARONNE ST	2,420.52	133-0-245-085	667 WHALEN WAY	2,580.84
132-0-260-235	401 FOREST PARK BLVD	2,420.52	133-0-245-095	669 WHALEN WAY	2,372.44
132-0-260-245	403 FOREST PARK BLVD	2,420.52	133-0-245-105	671 WHALEN WAY	2,580.84
132-0-260-255	405 FOREST PARK BLVD	2,420.52	133-0-245-115	673 WHALEN WAY	2,372.44
132-0-260-265	407 FOREST PARK BLVD	2,420.52	133-0-245-125	675 WHALEN WAY	2,977.50
132-0-260-275	409 FOREST PARK BLVD	2,420.52	133-0-245-135	677 WHALEN WAY	2,580.84
132-0-260-285	411 FOREST PARK BLVD	2,420.52	133-0-245-145	678 XANADU WAY	2,580.84
132-0-260-295	413 FOREST PARK BLVD	2,420.52	133-0-245-155	676 XANADU WAY	2,977.50
132-0-260-305	415 FOREST PARK BLVD	2,420.52	133-0-245-165	674 XANADU WAY	2,372.44
132-0-260-315	417 FOREST PARK BLVD	2,420.52	133-0-245-175	672 XANADU WAY	2,977.50
132-0-260-355	421 FOREST PARK BLVD	2,420.52	133-0-245-185	670 XANADU WAY	2,580.84
132-0-260-365	423 FOREST PARK BLVD	2,420.52	133-0-245-195	668 XANADU WAY	2,372.44
132-0-260-375	425 FOREST PARK BLVD	2,420.52	133-0-245-215	662 XANADU WAY	2,977.50
132-0-260-385	427 FOREST PARK BLVD	2,420.52	133-0-245-225	652 XANADU WAY	2,580.84
132-0-260-395	3006 MOONLIGHT PARK AVE	2,420.52	133-0-245-235	642 XANADU WAY	2,372.44
132-0-260-405	3004 MOONLIGHT PARK AVE	2,420.52	133-0-245-245	632 XANADU WAY	2,580.84
132-0-260-415	3002 MOONLIGHT PARK AVE	2,420.52	133-0-245-255	622 XANADU WAY	2,977.50
132-0-260-425	3000 MOONLIGHT PARK AVE	2,420.52	133-0-245-265	612 XANADU WAY	2,372.44
132-0-260-435	431 FOREST PARK BLVD	2,420.52	133-0-246-035	679 XANADU WAY	2,372.44
132-0-260-445	433 FOREST PARK BLVD	2,420.52	133-0-246-045	677 XANADU WAY	2,580.84
132-0-260-455	435 FOREST PARK BLVD	2,420.52	133-0-246-055	675 XANADU WAY	2,977.50
132-0-260-465	437 FOREST PARK BLVD	2,420.52	133-0-246-065	673 XANADU WAY	2,372.44
132-0-260-475	439 FOREST PARK BLVD	2,420.52	133-0-246-075	669 XANADU WAY	2,977.50
132-0-260-485	441 FOREST PARK BLVD	2,420.52	133-0-246-085	663 XANADU WAY	2,580.84
132-0-260-495	443 FOREST PARK BLVD	2,420.52	133-0-246-095	653 XANADU WAY	2,372.44
132-0-260-515	NOT AVAILABLE	4,284.62	133-0-246-105	643 XANADU WAY	2,977.50
132-0-260-525	NOT AVAILABLE	4,284.62	133-0-246-115	633 XANADU WAY	2,580.84
132-0-260-535	NOT AVAILABLE	2,856.42	133-0-246-125	623 XANADU WAY	2,977.50
132-0-260-545	NOT AVAILABLE	2,856.42	133-0-246-135	613 XANADU WAY	2,372.44
132-0-271-015	NOT AVAILABLE	1,428.20	133-0-246-145	603 XANADU WAY	2,580.84
132-0-271-025	NOT AVAILABLE	1,428.20	133-0-251-015	515 RIO GRANDE WAY	2,580.84
132-0-271-035	NOT AVAILABLE	1,428.20	133-0-251-025	525 RIO GRANDE WAY	2,372.44
132-0-271-045	NOT AVAILABLE	1,428.20	133-0-251-035	NOT AVAILABLE	2,977.50
132-0-271-055	NOT AVAILABLE	1,428.20	133-0-251-045	545 RIO GRANDE WAY	2,372.44
132-0-271-065	NOT AVAILABLE	1,428.20	133-0-251-055	555 RIO GRANDE WAY	2,580.84
132-0-271-075	NOT AVAILABLE	1,428.20	133-0-251-065	565 RIO GRANDE WAY	2,977.50
132-0-271-085	NOT AVAILABLE	1,428.20	133-0-251-075	3500 N OXNARD BLVD	2,372.44
132-0-271-095	NOT AVAILABLE	1,428.20	133-0-251-085	3512 N OXNARD BLVD	2,372.44
132-0-271-105	NOT AVAILABLE	1,428.20	133-0-251-095	3522 N OXNARD BLVD	2,372.44
132-0-271-115	NOT AVAILABLE	1,428.20	133-0-251-105	3532 N OXNARD BLVD	2,093.52
132-0-271-125	NOT AVAILABLE	1,428.20	133-0-251-115	3542 N OXNARD BLVD	2,372.44
132-0-271-135	NOT AVAILABLE	1,428.20	133-0-251-125	566 SEINE RIVER WAY	2,977.50
132-0-271-145	NOT AVAILABLE	1,428.20	133-0-251-135	556 SEINE RIVER WAY	2,580.84
132-0-271-155	714 FLATHEAD RIVER ST	1,755.54	133-0-251-145	546 SEINE RIVER WAY	2,977.50
132-0-271-165	712 FLATHEAD RIVER ST	1,755.54	133-0-251-155	536 SEINE RIVER WAY	2,372.44
132-0-271-175	710 FLATHEAD RIVER ST	1,755.54	133-0-251-165	526 SEINE RIVER WAY	2,977.50
132-0-271-185	708 FLATHEAD RIVER ST	1,755.54	133-0-251-175	516 SEINE RIVER WAY	2,580.84
132-0-271-195	706 FLATHEAD RIVER ST	1,755.54	133-0-251-185	3541 KINGS CANYON DR	2,372.44
132-0-271-205	704 FLATHEAD RIVER ST	1,755.54	133-0-251-195	3531 KINGS CANYON DR	2,372.44
132-0-271-215	702 FLATHEAD RIVER ST	1,755.54	133-0-251-205	3521 KINGS CANYON DR	2,372.44
132-0-271-225	NOT AVAILABLE	1,428.20	133-0-251-215	3511 KINGS CANYON DR	2,093.52
132-0-271-235	NOT AVAILABLE	1,428.20	133-0-251-225	3501 KINGS CANYON DR	2,372.44
132-0-271-245	NOT AVAILABLE	1,428.20	133-0-252-015	507 SEINE RIVER WAY	2,372.44
132-0-271-255	NOT AVAILABLE	1,428.20	133-0-252-025	517 SEINE RIVER WAY	2,093.52
132-0-271-265	NOT AVAILABLE	1,428.20	133-0-252-035	527 SEINE RIVER WAY	2,372.44
132-0-271-275	NOT AVAILABLE	1,428.20	133-0-252-045	537 SEINE RIVER WAY	2,372.44
132-0-271-285	3013 N OXNARD BLVD	2,254.92	133-0-252-055	547 SEINE RIVER WAY	2,093.52

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-271-295	3011 N OXNARD BLVD	2,254.92	133-0-252-065	557 SEINE RIVER WAY	2,372.44
132-0-271-305	3009 N OXNARD BLVD	2,254.92	133-0-252-075	567 SEINE RIVER WAY	2,372.44
132-0-271-315	3007 N OXNARD BLVD	2,254.92	133-0-252-085	577 SEINE RIVER WAY	2,372.44
132-0-271-325	701 FOREST PARK BLVD	2,254.92	133-0-252-095	607 SEINE RIVER WAY	2,093.52
132-0-271-335	703 FOREST PARK BLVD	1,921.14	133-0-252-105	617 SEINE RIVER WAY	2,372.44
132-0-271-345	705 FOREST PARK BLVD	2,254.92	133-0-252-115	627 SEINE RIVER WAY	2,093.52
132-0-271-355	707 FOREST PARK BLVD	2,254.92	133-0-252-125	637 SEINE RIVER WAY	2,372.44
132-0-271-365	709 FOREST PARK BLVD	1,921.14	133-0-252-135	628 TIBER RIVER WAY	2,372.44
132-0-271-375	711 FOREST PARK BLVD	1,921.14	133-0-252-145	618 TIBER RIVER WAY	2,093.52
132-0-271-385	713 FOREST PARK BLVD	2,254.92	133-0-252-155	608 TIBER RIVER WAY	2,372.44
132-0-271-395	717 FOREST PARK BLVD	2,254.92	133-0-252-165	600 TIBER RIVER WAY	2,093.52
132-0-271-405	719 FOREST PARK BLVD	1,921.14	133-0-252-175	568 TIBER RIVER WAY	2,372.44
132-0-271-415	721 FOREST PARK BLVD	2,254.92	133-0-252-185	558 TIBER RIVER WAY	2,372.44
132-0-271-425	723 FOREST PARK BLVD	2,254.92	133-0-252-195	548 TIBER RIVER WAY	2,372.44
132-0-271-435	725 FOREST PARK BLVD	1,921.14	133-0-252-205	538 TIBER RIVER WAY	2,093.52
132-0-271-445	727 FOREST PARK BLVD	1,921.14	133-0-252-215	528 TIBER RIVER WAY	2,372.44
132-0-271-455	729 FOREST PARK BLVD	2,254.92	133-0-252-225	518 TIBER RIVER WAY	2,093.52
132-0-271-465	731 FOREST PARK BLVD	2,254.92	133-0-252-235	508 TIBER RIVER WAY	2,372.44
132-0-271-475	733 FOREST PARK BLVD	1,921.14	133-0-252-245	3591 KINGS CANYON DR	2,372.44
132-0-271-485	737 FOREST PARK BLVD	2,254.92	133-0-252-255	3581 KINGS CANYON DR	2,093.52
132-0-271-495	749 FOREST PARK BLVD	2,254.92	133-0-252-265	3571 KINGS CANYON DR	2,372.44
132-0-271-505	751 FOREST PARK BLVD	2,254.92	133-0-252-275	3561 KINGS CANYON DR	2,093.52
132-0-271-515	753 FOREST PARK BLVD	2,254.92	133-0-252-285	3551 KINGS CANYON DR	2,372.44
132-0-271-525	755 FOREST PARK BLVD	1,921.14	133-0-253-015	509 TIBER RIVER WAY	2,372.44
132-0-271-535	757 FOREST PARK BLVD	1,921.14	133-0-253-025	519 TIBER RIVER WAY	2,580.84
132-0-271-545	759 FOREST PARK BLVD	2,254.92	133-0-253-035	529 TIBER RIVER WAY	2,977.50
132-0-271-555	761 FOREST PARK BLVD	2,254.92	133-0-253-045	539 TIBER RIVER WAY	2,372.44
132-0-271-565	763 FOREST PARK BLVD	1,921.14	133-0-253-055	549 TIBER RIVER WAY	2,977.50
132-0-271-575	765 FOREST PARK BLVD	2,254.92	133-0-253-065	559 TIBER RIVER WAY	2,580.84
132-0-271-585	3010 VENTURA RD	2,254.92	133-0-253-075	601 TIBER RIVER WAY	2,372.44
132-0-271-595	3012 VENTURA RD	2,254.92	133-0-253-085	609 TIBER RIVER WAY	2,977.50
132-0-271-605	3014 VENTURA RD	2,254.92	133-0-253-095	610 WHALEN WAY	2,977.50
132-0-271-615	3016 VENTURA RD	2,254.92	133-0-253-105	600 WHALEN WAY	2,372.44
132-0-272-015	NOT AVAILABLE	1,428.20	133-0-253-115	550 WHALEN WAY	2,580.84
132-0-272-025	NOT AVAILABLE	1,428.20	133-0-253-125	540 WHALEN WAY	2,372.44
132-0-272-035	NOT AVAILABLE	1,428.20	133-0-253-135	530 WHALEN WAY	2,977.50
132-0-272-045	NOT AVAILABLE	1,428.20	133-0-253-145	520 WHALEN WAY	2,372.44
132-0-272-055	NOT AVAILABLE	1,428.20	133-0-253-155	510 WHALEN WAY	2,580.84
132-0-272-065	NOT AVAILABLE	1,428.20	133-0-254-015	511 WHALEN WAY	2,977.50
132-0-272-075	NOT AVAILABLE	1,428.20	133-0-254-025	521 WHALEN WAY	2,372.44
132-0-272-085	NOT AVAILABLE	1,428.20	133-0-254-035	531 WHALEN WAY	2,580.84
132-0-272-095	NOT AVAILABLE	1,428.20	133-0-254-045	541 WHALEN WAY	2,977.50
132-0-272-105	NOT AVAILABLE	1,428.20	133-0-254-055	551 WHALEN WAY	2,580.84
132-0-272-115	NOT AVAILABLE	1,428.20	133-0-254-065	561 WHALEN WAY	2,372.44
132-0-272-125	NOT AVAILABLE	1,428.20	133-0-254-075	602 XANADU WAY	2,977.50
132-0-272-135	NOT AVAILABLE	1,428.20	133-0-254-085	600 XANADU WAY	2,580.84
132-0-272-145	NOT AVAILABLE	1,428.20	133-0-254-095	552 XANADU WAY	2,977.50
132-0-272-155	NOT AVAILABLE	1,428.20	133-0-254-105	542 XANADU WAY	2,372.44
132-0-272-165	NOT AVAILABLE	1,428.20	133-0-254-115	532 XANADU WAY	2,580.84
132-0-272-175	NOT AVAILABLE	1,428.20	133-0-254-125	522 XANADU WAY	2,977.50
132-0-272-185	NOT AVAILABLE	1,428.20	133-0-254-135	512 XANADU WAY	2,372.44
132-0-272-195	NOT AVAILABLE	1,428.20	133-0-255-015	573 XANADU WAY	2,977.50
132-0-272-205	NOT AVAILABLE	1,428.20	133-0-255-025	563 XANADU WAY	2,372.44
132-0-272-215	NOT AVAILABLE	1,428.20	133-0-255-035	543 XANADU WAY	2,580.84
132-0-272-225	NOT AVAILABLE	1,428.20	133-0-260-025	3460 N OXNARD BLVD	2,372.44
132-0-272-235	NOT AVAILABLE	1,428.20	133-0-260-035	3462 N OXNARD BLVD	2,093.52
132-0-272-245	NOT AVAILABLE	1,428.20	133-0-260-045	3472 N OXNARD BLVD	2,372.44
132-0-272-255	NOT AVAILABLE	1,428.20	133-0-260-055	3482 N OXNARD BLVD	2,093.52
132-0-272-265	NOT AVAILABLE	1,428.20	133-0-260-065	3492 N OXNARD BLVD	2,372.44

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-272-275	NOT AVAILABLE	1,428.20	133-0-260-075	564 RIO GRANDE WAY	2,580.84
132-0-272-285	NOT AVAILABLE	1,428.20	133-0-260-085	554 RIO GRANDE WAY	2,977.50
132-0-272-295	NOT AVAILABLE	1,428.20	133-0-260-095	544 RIO GRANDE WAY	2,372.44
132-0-272-305	NOT AVAILABLE	1,428.20	133-0-260-105	534 RIO GRANDE WAY	2,580.84
132-0-272-315	NOT AVAILABLE	1,428.20	133-0-260-115	524 RIO GRANDE WAY	2,372.44
132-0-272-325	NOT AVAILABLE	1,428.20	133-0-260-125	514 RIO GRANDE WAY	2,977.50
132-0-272-335	NOT AVAILABLE	1,428.20	133-0-260-135	3491 KINGS CANYON DR	2,372.44
132-0-272-345	NOT AVAILABLE	1,428.20	133-0-260-145	3481 KINGS CANYON DR	2,093.52
132-0-272-355	NOT AVAILABLE	11,425.70	133-0-260-155	3471 KINGS CANYON DR	2,372.44
132-0-272-375	3033 N OXNARD BLVD	2,254.92	133-0-260-165	3461 KINGS CANYON DR	2,093.52
132-0-272-385	3031 N OXNARD BLVD	1,921.14	133-0-260-175	3451 KINGS CANYON DR	2,372.44
132-0-272-395	3029 N OXNARD BLVD	2,254.92	133-0-260-185	513 PLATTE WAY	2,977.50
132-0-272-405	3027 N OXNARD BLVD	2,254.92	133-0-260-195	523 PLATTE WAY	2,372.44
132-0-272-415	3025 N OXNARD BLVD	1,921.14	133-0-260-205	533 PLATTE WAY	2,580.84
132-0-272-425	3023 N OXNARD BLVD	1,921.14	133-0-260-215	543 PLATTE WAY	2,372.44
132-0-272-435	3021 N OXNARD BLVD	2,254.92	133-0-260-225	553 PLATTE WAY	2,580.84
132-0-272-445	NOT AVAILABLE	7,141.06	133-0-260-235	563 PLATTE WAY	2,977.50
132-0-272-455	NOT AVAILABLE	9,997.48	133-0-260-245	3459 N OXNARD BLVD	2,372.44
132-0-280-015	470 GARONNE ST	1,755.54	133-0-260-255	3457 OXNARD BLVD	2,093.52
132-0-280-025	468 GARONNE ST	1,755.54	133-0-260-265	3455 OXNARD BLVD	2,372.44
132-0-280-035	466 GARONNE ST	1,428.20	133-0-260-275	3453 OXNARD BLVD	2,372.44
132-0-280-045	464 GARONNE ST	1,428.20	133-0-260-285	3451 OXNARD BLVD	2,093.52
132-0-280-055	462 GARONNE ST	1,755.54	133-0-260-295	3450 N OXNARD BLVD	2,372.44
132-0-280-065	460 GARONNE ST	1,755.54	133-0-260-305	3452 N OXNARD BLVD	2,093.52
132-0-280-075	430 GARONNE ST	1,755.54	133-0-260-315	3454 N OXNARD BLVD	2,372.44
132-0-280-085	428 GARONNE ST	1,755.54	133-0-260-325	3456 N OXNARD BLVD	2,093.52
132-0-280-095	426 GARONNE ST	1,428.20	133-0-260-335	3458 N OXNARD BLVD	2,372.44
132-0-280-105	424 GARONNE ST	1,428.20	133-0-260-345	592 PLATTE WAY	2,580.84
132-0-280-115	422 GARONNE ST	1,755.54	133-0-260-355	588 PLATTE WAY	2,977.50
132-0-280-125	420 GARONNE ST	1,755.54	133-0-260-365	572 PLATTE WAY	2,372.44
132-0-280-135	421 GREEN RIVER ST	1,755.54	133-0-260-375	562 PLATTE WAY	2,580.84
132-0-280-145	423 GREEN RIVER ST	1,755.54	133-0-260-385	552 PLATTE WAY	2,977.50
132-0-280-155	425 GREEN RIVER ST	1,428.20	133-0-260-395	542 PLATTE WAY	2,580.84
132-0-280-165	427 GREEN RIVER ST	1,428.20	133-0-260-405	532 PLATTE WAY	2,372.44
132-0-280-175	429 GREEN RIVER ST	1,755.54	133-0-260-415	522 PLATTE WAY	2,580.84
132-0-280-185	431 GREEN RIVER ST	1,755.54	133-0-260-425	512 PLATTE WAY	2,977.50
132-0-280-195	NOT AVAILABLE	1,755.54	133-0-260-435	3441 KINGS CANYON DR	2,372.44
132-0-280-205	463 GREEN RIVER ST	1,755.54	133-0-260-445	3431 KINGS CANYON DR	2,093.52
132-0-280-215	465 GREEN RIVER ST	1,428.20	133-0-260-455	3421 KINGS CANYON DR	2,372.44
132-0-280-225	467 GREEN RIVER ST	1,428.20	133-0-260-465	3411 KINGS CANYON DR	2,372.44
132-0-280-235	469 GREEN RIVER ST	1,755.54	133-0-260-475	3401 KINGS CANYON DR	2,093.52
132-0-280-245	471 GREEN RIVER ST	1,755.54	133-0-260-485	511 OWENS RIVER DR	2,977.50
132-0-280-275	NOT AVAILABLE	6,367.50	133-0-260-495	521 OWENS RIVER DR	2,580.84
132-0-280-305	NOT AVAILABLE	4,611.96	133-0-260-505	531 OWENS RIVER DR	2,977.50
132-0-280-315	NOT AVAILABLE	4,611.96	133-0-260-515	541 OWENS RIVER DR	2,372.44
132-0-280-325	NOT AVAILABLE	4,611.96	133-0-260-525	551 OWENS RIVER DR	2,977.50
132-0-280-335	NOT AVAILABLE	4,611.96	133-0-260-535	561 OWENS RIVER DR	2,580.84
132-0-290-015	550 GARONNE ST	1,755.54	133-0-260-545	571 OWENS RIVER DR	2,372.44
132-0-290-025	548 GARONNE ST	1,428.20	133-0-260-555	581 OWENS RIVER DR	2,580.84
132-0-290-035	546 GARONNE ST	1,428.20	133-0-260-565	591 OWENS RIVER DR	2,977.50
132-0-290-045	544 GARONNE ST	1,428.20	133-0-271-015	659 OWENS RIVER DR	2,580.84
132-0-290-055	542 GARONNE ST	1,428.20	133-0-271-025	661 OWENS RIVER DR	2,977.50
132-0-290-065	540 GARONNE ST	1,755.54	133-0-271-035	663 OWENS RIVER DR	2,372.44
132-0-290-075	530 GARONNE ST	1,755.54	133-0-271-045	665 OWENS RIVER DR	2,977.50
132-0-290-085	528 GARONNE ST	1,755.54	133-0-271-055	667 OWENS RIVER DR	2,580.84
132-0-290-095	526 GARONNE ST	1,428.20	133-0-271-065	669 OWENS RIVER DR	2,977.50
132-0-290-105	524 GARONNE ST	1,428.20	133-0-271-075	671 OWENS RIVER DR	2,372.44
132-0-290-115	522 GARONNE ST	1,755.54	133-0-271-085	673 OWENS RIVER DR	2,977.50
132-0-290-125	520 GARONNE ST	1,755.54	133-0-271-095	675 OWENS RIVER DR	2,372.44

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-290-135	521 GREEN RIVER ST	1,755.54	133-0-271-105	681 OWENS RIVER DR	2,977.50
132-0-290-145	523 GREEN RIVER ST	1,755.54	133-0-271-115	683 OWENS RIVER DR	2,372.44
132-0-290-155	525 GREEN RIVER ST	1,428.20	133-0-271-125	685 OWENS RIVER DR	2,977.50
132-0-290-165	527 GREEN RIVER ST	1,428.20	133-0-271-135	687 OWENS RIVER DR	2,580.84
132-0-290-175	529 GREEN RIVER ST	1,755.54	133-0-271-145	689 OWENS RIVER DR	2,977.50
132-0-290-185	531 GREEN RIVER ST	1,755.54	133-0-271-155	691 OWENS RIVER DR	2,372.44
132-0-290-195	601 GREEN RIVER ST	1,755.54	133-0-271-165	693 OWENS RIVER DR	2,580.84
132-0-290-205	603 GREEN RIVER ST	1,428.20	133-0-271-175	695 OWENS RIVER DR	2,977.50
132-0-290-215	605 GREEN RIVER ST	1,428.20	133-0-271-195	692 PLATTE WAY	2,977.50
132-0-290-225	607 GREEN RIVER ST	1,428.20	133-0-271-205	690 PLATTE WAY	2,372.44
132-0-290-235	609 GREEN RIVER ST	1,428.20	133-0-271-215	688 PLATTE WAY	2,580.84
132-0-290-245	611 GREEN RIVER ST	1,755.54	133-0-271-225	686 PLATTE WAY	2,372.44
132-0-290-275	NOT AVAILABLE	9,223.94	133-0-271-235	684 PLATTE WAY	2,977.50
132-0-290-285	NOT AVAILABLE	3,183.74	133-0-271-245	682 PLATTE WAY	2,372.44
132-0-290-295	NOT AVAILABLE	6,367.50	133-0-271-255	680 PLATTE WAY	2,977.50
132-0-290-305	NOT AVAILABLE	6,040.18	133-0-271-265	678 PLATTE WAY	2,580.84
132-0-300-015	NOT AVAILABLE	18,447.88	133-0-271-275	676 PLATTE WAY	2,977.50
132-0-300-025	NOT AVAILABLE	9,223.94	133-0-271-285	671 PLATTE WAY	2,372.44
132-0-300-045	NOT AVAILABLE	15,591.44	133-0-271-295	672 PLATTE WAY	2,977.50
132-0-300-055	NOT AVAILABLE	12,735.02	133-0-271-305	670 PLATTE WAY	2,580.84
132-0-311-025	2850 N OXNARD BLVD	22,163.74	133-0-271-315	668 PLATTE WAY	2,977.50
132-0-311-055	2766 SEAGLASS WAY	10,111.20	133-0-271-325	664 PLATTE WAY	2,372.44
132-0-311-105	400 TOWN CENTER DR	10,204.12	133-0-271-335	662 PLATTE WAY	2,580.84
132-0-311-115	681 TOWN CENTER DR	860.94	133-0-271-345	660 PLATTE WAY	2,977.50
132-0-311-125	691 TOWN CENTER DR	512.92	133-0-272-015	665 PLATTE WAY	2,580.84
132-0-311-135	598 TOWN CENTER DR	1,189.38	133-0-272-025	667 PLATTE WAY	2,977.50
132-0-311-175	NOT AVAILABLE	98,528.16	133-0-272-035	669 PLATTE WAY	2,372.44
132-0-311-185	656 TOWN CENTER WAY	7,648.12	133-0-272-045	671 PLATTE WAY	2,977.50
132-0-311-195	670 TOWN CENTER WAY	558.02	133-0-272-055	673 PLATTE WAY	2,372.44
132-0-320-035	295 RIVERPARK BLVD	27,946.40	133-0-272-065	675 PLATTE WAY	2,580.84
132-0-320-045	287 RIVERPARK BLVD	34,156.72	133-0-272-075	679 PLATTE WAY	2,977.50
132-0-320-055	287 RIVERPARK BLVD	10,350.52	133-0-272-085	3414 ALBION DR	2,372.44
132-0-330-015	361 RIVERPARK BLVD	519.96	133-0-272-095	3424 ALBION DR	2,372.44
132-0-330-025	361 RIVERPARK BLVD	519.96	133-0-272-105	3434 ALBION DR	2,093.52
132-0-330-035	361 RIVERPARK BLVD	519.96	133-0-272-115	3444 ALBION DR	2,372.44
132-0-330-045	361 RIVERPARK BLVD	519.96	133-0-272-125	3454 ALBION DR	2,372.44
132-0-330-055	361 RIVERPARK BLVD	519.96	133-0-272-135	3464 ALBION DR	2,093.52
132-0-330-065	361 RIVERPARK BLVD	519.96	133-0-272-145	3474 ALBION DR	2,372.44
132-0-330-075	361 RIVERPARK BLVD	519.96	133-0-272-155	680 RIO GRANDE WAY	2,977.50
132-0-330-085	361 RIVERPARK BLVD	519.96	133-0-272-165	678 RIO GRANDE WAY	2,580.84
132-0-330-095	361 RIVERPARK BLVD	519.96	133-0-272-175	676 RIO GRANDE WAY	2,372.44
132-0-330-105	361 RIVERPARK BLVD	519.96	133-0-272-185	674 RIO GRANDE WAY	2,580.84
132-0-330-115	361 RIVERPARK BLVD	519.96	133-0-272-195	672 RIO GRANDE WAY	2,372.44
132-0-330-125	361 RIVERPARK BLVD	519.96	133-0-272-205	670 RIO GRANDE WAY	2,580.84
132-0-340-015	359 RIVERPARK BLVD	519.96	133-0-272-215	3495 N OXNARD BLVD	2,372.44
132-0-340-025	359 RIVERPARK BLVD	519.96	133-0-272-225	3493 N OXNARD BLVD	2,093.52
132-0-340-035	359 RIVERPARK BLVD	519.96	133-0-272-235	3483 N OXNARD BLVD	2,372.44
132-0-340-045	359 RIVERPARK BLVD	519.96	133-0-272-245	3473 N OXNARD BLVD	2,093.52
132-0-340-055	359 RIVERPARK BLVD	519.96	133-0-272-255	3463 N OXNARD BLVD	2,372.44
132-0-340-065	359 RIVERPARK BLVD	519.96	133-0-273-015	671 RIO GRANDE WAY	2,977.50
132-0-340-075	359 RIVERPARK BLVD	519.96	133-0-273-025	673 RIO GRANDE WAY	2,372.44
132-0-340-085	359 RIVERPARK BLVD	519.96	133-0-273-035	675 RIO GRANDE WAY	2,580.84
132-0-340-095	359 RIVERPARK BLVD	519.96	133-0-273-045	677 RIO GRANDE WAY	2,977.50
132-0-340-105	359 RIVERPARK BLVD	519.96	133-0-273-055	3500 ALBION DR	2,372.44
132-0-340-115	359 RIVERPARK BLVD	519.96	133-0-273-065	3514 ALBION DR	2,093.52
132-0-340-125	359 RIVERPARK BLVD	519.96	133-0-273-075	3524 ALBION DR	2,372.44
132-0-350-015	357 RIVERPARK BLVD	519.96	133-0-273-085	3534 ALBION DR	2,093.52
132-0-350-025	357 RIVERPARK BLVD	519.96	133-0-273-095	3544 ALBION DR	2,372.44
132-0-350-035	357 RIVERPARK BLVD	519.96	133-0-273-105	3554 ALBION DR	2,372.44

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-350-045	357 RIVERPARK BLVD	519.96	133-0-273-115	684 SEINE RIVER WAY	2,977.50
132-0-350-055	357 RIVERPARK BLVD	519.96	133-0-273-125	682 SEINE RIVER WAY	2,580.84
132-0-350-065	357 RIVERPARK BLVD	519.96	133-0-273-135	680 SEINE RIVER WAY	2,580.84
132-0-350-075	357 RIVERPARK BLVD	519.96	133-0-273-145	3533 N OXNARD BLVD	2,372.44
132-0-350-085	357 RIVERPARK BLVD	519.96	133-0-273-155	3523 N OXNARD BLVD	2,093.52
132-0-350-095	357 RIVERPARK BLVD	519.96	133-0-273-165	3513 N OXNARD BLVD	2,372.44
132-0-350-105	357 RIVERPARK BLVD	519.96	133-0-273-175	3503 N OXNARD BLVD	2,372.44
132-0-350-115	357 RIVERPARK BLVD	519.96	133-0-273-185	3501 N OXNARD BLVD	2,093.52
132-0-350-125	357 RIVERPARK BLVD	519.96	133-0-280-015	3243 LISBON LN	1,428.20
132-0-360-015	355 RIVERPARK BLVD	519.96	133-0-280-025	3241 LISBON LN	1,921.14
132-0-360-025	355 RIVERPARK BLVD	519.96	133-0-280-035	3239 LISBON LN	1,921.14
132-0-360-035	355 RIVERPARK BLVD	519.96	133-0-280-045	3246 N VENTURA RD	1,921.14
132-0-360-045	355 RIVERPARK BLVD	519.96	133-0-280-055	3248 N VENTURA RD	1,921.14
132-0-360-055	355 RIVERPARK BLVD	519.96	133-0-280-065	3250 N VENTURA RD	1,428.20
132-0-360-065	355 RIVERPARK BLVD	519.96	133-0-280-075	3237 LISBON LN	1,428.20
132-0-360-075	355 RIVERPARK BLVD	519.96	133-0-280-085	3235 LISBON LN	1,921.14
132-0-360-085	355 RIVERPARK BLVD	519.96	133-0-280-095	3233 LISBON LN	1,921.14
132-0-360-095	355 RIVERPARK BLVD	519.96	133-0-280-105	3240 N VENTURA RD	1,428.20
132-0-360-105	355 RIVERPARK BLVD	519.96	133-0-280-115	3242 N VENTURA RD	1,921.14
132-0-360-115	355 RIVERPARK BLVD	519.96	133-0-280-125	3244 N VENTURA RD	1,921.14
132-0-360-125	355 RIVERPARK BLVD	519.96	133-0-280-135	3231 LISBON LN	1,428.20
132-0-370-015	353 RIVERPARK BLVD	519.96	133-0-280-145	3229 LISBON LN	1,921.14
132-0-370-025	353 RIVERPARK BLVD	519.96	133-0-280-155	3227 LISBON LN	1,921.14
132-0-370-035	353 RIVERPARK BLVD	519.96	133-0-280-165	3234 N VENTURA RD	1,428.20
132-0-370-045	353 RIVERPARK BLVD	519.96	133-0-280-175	3236 N VENTURA RD	1,921.14
132-0-370-055	353 RIVERPARK BLVD	519.96	133-0-280-185	3238 N VENTURA RD	1,921.14
132-0-370-065	353 RIVERPARK BLVD	519.96	133-0-280-195	3225 LISBON LN	1,921.14
132-0-370-075	353 RIVERPARK BLVD	519.96	133-0-280-205	3223 LISBON LN	1,921.14
132-0-370-085	353 RIVERPARK BLVD	519.96	133-0-280-215	3221 LISBON LN	1,428.20
132-0-370-095	353 RIVERPARK BLVD	519.96	133-0-280-225	3228 N VENTURA RD	1,428.20
132-0-370-105	353 RIVERPARK BLVD	519.96	133-0-280-235	3230 N VENTURA RD	1,921.14
132-0-370-115	353 RIVERPARK BLVD	519.96	133-0-280-245	3232 N VENTURA RD	1,921.14
132-0-370-125	353 RIVERPARK BLVD	519.96	133-0-280-255	3221 N OXNARD BLVD	1,921.14
132-0-380-015	351 RIVERPARK BLVD	519.96	133-0-280-265	3211 N OXNARD BLVD	2,254.92
132-0-380-025	351 RIVERPARK BLVD	519.96	133-0-280-275	3201 N OXNARD BLVD	1,755.54
132-0-380-035	351 RIVERPARK BLVD	519.96	133-0-280-285	3202 LISBON LN	1,755.54
132-0-380-045	351 RIVERPARK BLVD	519.96	133-0-280-295	3204 LISBON LN	2,254.92
132-0-380-055	351 RIVERPARK BLVD	519.96	133-0-280-305	3206 LISBON LN	1,921.14
132-0-380-065	351 RIVERPARK BLVD	519.96	133-0-280-315	3208 LISBON LN	1,921.14
132-0-380-075	351 RIVERPARK BLVD	519.96	133-0-280-325	3210 LISBON LN	2,254.92
132-0-380-085	351 RIVERPARK BLVD	519.96	133-0-280-335	3212 LISBON LN	1,755.54
132-0-380-095	351 RIVERPARK BLVD	519.96	133-0-280-345	3251 N OXNARD BLVD	1,755.54
132-0-380-105	351 RIVERPARK BLVD	519.96	133-0-280-355	3241 N OXNARD BLVD	2,254.92
132-0-380-115	351 RIVERPARK BLVD	519.96	133-0-280-365	3231 N OXNARD BLVD	1,921.14
132-0-380-125	351 RIVERPARK BLVD	519.96	133-0-280-375	3214 LISBON LN	1,755.54
132-0-390-015	323 RIVERPARK BLVD	519.96	133-0-280-385	3216 LISBON LN	2,254.92
132-0-390-025	323 RIVERPARK BLVD	519.96	133-0-280-395	3218 LISBON LN	1,921.14
132-0-390-035	323 RIVERPARK BLVD	519.96	133-0-280-405	3220 LISBON LN	1,921.14
132-0-390-045	323 RIVERPARK BLVD	519.96	133-0-280-415	3222 LISBON LN	2,254.92
132-0-390-055	323 RIVERPARK BLVD	519.96	133-0-280-425	3224 LISBON LN	1,755.54
132-0-390-065	323 RIVERPARK BLVD	519.96	133-0-290-015	3215 N VENTURA RD	1,428.20
132-0-390-075	323 RIVERPARK BLVD	519.96	133-0-290-025	3213 N VENTURA RD	1,755.54
132-0-390-085	323 RIVERPARK BLVD	519.96	133-0-290-035	3211 N VENTURA RD	1,428.20
132-0-390-095	323 RIVERPARK BLVD	519.96	133-0-290-045	3209 N VENTURA RD	1,755.54
132-0-390-105	323 RIVERPARK BLVD	519.96	133-0-290-055	3207 N VENTURA RD	1,755.54
132-0-390-115	323 RIVERPARK BLVD	519.96	133-0-290-065	3205 N VENTURA RD	1,428.20
132-0-390-125	323 RIVERPARK BLVD	519.96	133-0-290-075	3227 N VENTURA RD	1,428.20
132-0-400-015	321 RIVERPARK BLVD	519.96	133-0-290-085	3225 N VENTURA RD	1,755.54
132-0-400-025	321 RIVERPARK BLVD	519.96	133-0-290-095	3223 N VENTURA RD	1,428.20

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-400-035	321 RIVERPARK BLVD	519.96	133-0-290-105	3221 N VENTURA RD	1,428.20
132-0-400-045	321 RIVERPARK BLVD	519.96	133-0-290-115	3219 N VENTURA RD	1,755.54
132-0-400-055	321 RIVERPARK BLVD	519.96	133-0-290-125	3217 N VENTURA RD	1,428.20
132-0-400-065	321 RIVERPARK BLVD	519.96	133-0-290-135	3239 N VENTURA RD	1,428.20
132-0-400-075	321 RIVERPARK BLVD	519.96	133-0-290-145	3237 N VENTURA RD	1,755.54
132-0-400-085	321 RIVERPARK BLVD	519.96	133-0-290-155	3235 N VENTURA RD	1,428.20
132-0-400-095	321 RIVERPARK BLVD	519.96	133-0-290-165	3233 N VENTURA RD	1,755.54
132-0-400-105	321 RIVERPARK BLVD	519.96	133-0-290-175	3231 N VENTURA RD	1,755.54
132-0-400-115	321 RIVERPARK BLVD	519.96	133-0-290-185	3229 N VENTURA RD	1,428.20
132-0-400-125	321 RIVERPARK BLVD	519.96	133-0-290-195	3251 N VENTURA RD	1,428.20
132-0-410-015	319 RIVERPARK BLVD	519.96	133-0-290-205	3249 N VENTURA RD	1,755.54
132-0-410-025	319 RIVERPARK BLVD	519.96	133-0-290-215	3247 N VENTURA RD	1,428.20
132-0-410-035	319 RIVERPARK BLVD	519.96	133-0-290-225	3245 N VENTURA RD	1,428.20
132-0-410-045	319 RIVERPARK BLVD	519.96	133-0-290-235	3243 N VENTURA RD	1,755.54
132-0-410-055	319 RIVERPARK BLVD	519.96	133-0-290-245	3241 N VENTURA RD	1,428.20
132-0-410-065	319 RIVERPARK BLVD	519.96	133-0-290-255	3219 LISBON LN	1,755.54
132-0-410-075	319 RIVERPARK BLVD	519.96	133-0-290-265	3217 LISBON LN	2,254.92
132-0-410-085	319 RIVERPARK BLVD	519.96	133-0-290-275	3215 LISBON LN	1,921.14
132-0-410-095	319 RIVERPARK BLVD	519.96	133-0-290-285	3222 N VENTURA RD	1,921.14
132-0-410-105	319 RIVERPARK BLVD	519.96	133-0-290-295	3224 N VENTURA RD	2,254.92
132-0-410-115	319 RIVERPARK BLVD	519.96	133-0-290-305	3226 N VENTURA RD	1,755.54
132-0-410-125	319 RIVERPARK BLVD	519.96	133-0-290-315	3213 LISBON LN	1,921.14
132-0-430-015	317 RIVERPARK BLVD	519.96	133-0-290-325	3211 LISBON LN	2,254.92
132-0-430-025	317 RIVERPARK BLVD	519.96	133-0-290-335	3209 LISBON LN	1,755.54
132-0-430-035	317 RIVERPARK BLVD	519.96	133-0-290-345	3210 N VENTURA RD	1,921.14
132-0-430-045	317 RIVERPARK BLVD	519.96	133-0-290-355	3212 N VENTURA RD	2,254.92
132-0-430-055	317 RIVERPARK BLVD	519.96	133-0-290-365	3214 N VENTURA RD	1,755.54
132-0-430-065	317 RIVERPARK BLVD	519.96	133-0-290-375	3216 N VENTURA RD	1,921.14
132-0-430-075	317 RIVERPARK BLVD	519.96	133-0-290-385	3218 N VENTURA RD	2,254.92
132-0-430-085	317 RIVERPARK BLVD	519.96	133-0-290-395	3220 N VENTURA RD	1,755.54
132-0-430-095	317 RIVERPARK BLVD	519.96	133-0-290-405	3207 LISBON LN	1,921.14
132-0-430-105	317 RIVERPARK BLVD	519.96	133-0-290-415	3205 LISBON LN	2,254.92
132-0-430-115	317 RIVERPARK BLVD	519.96	133-0-290-425	3203 LISBON LN	1,755.54
132-0-430-125	317 RIVERPARK BLVD	519.96	133-0-290-435	3204 N VENTURA RD	1,755.54
132-0-440-015	315 RIVERPARK BLVD	519.96	133-0-290-445	3206 N VENTURA RD	2,254.92
132-0-440-025	315 RIVERPARK BLVD	519.96	133-0-290-455	3208 N VENTURA RD	1,921.14
132-0-440-035	315 RIVERPARK BLVD	519.96	133-0-300-015	3121 N OXNARD BLVD	2,420.52
132-0-440-045	315 RIVERPARK BLVD	519.96	133-0-300-025	3123 N OXNARD BLVD	2,254.92
132-0-440-055	315 RIVERPARK BLVD	519.96	133-0-300-035	3125 N OXNARD BLVD	2,254.92
132-0-440-065	315 RIVERPARK BLVD	519.96	133-0-300-045	3127 N OXNARD BLVD	2,420.52
132-0-440-075	315 RIVERPARK BLVD	519.96	133-0-300-055	3131 N OXNARD BLVD	2,420.52
132-0-440-085	315 RIVERPARK BLVD	519.96	133-0-300-065	3133 N OXNARD BLVD	2,254.92
132-0-440-095	315 RIVERPARK BLVD	519.96	133-0-300-075	3141 N OXNARD BLVD	2,254.92
132-0-440-105	315 RIVERPARK BLVD	519.96	133-0-300-085	3151 N OXNARD BLVD	2,420.52
132-0-440-115	315 RIVERPARK BLVD	519.96	133-0-300-095	3156 LISBON LN	1,755.54
132-0-440-125	315 RIVERPARK BLVD	519.96	133-0-300-105	3154 LISBON LN	1,755.54
132-0-450-015	313 RIVERPARK BLVD	519.96	133-0-300-115	3152 LISBON LN	1,755.54
132-0-450-025	313 RIVERPARK BLVD	519.96	133-0-300-125	3150 LISBON LN	1,755.54
132-0-450-035	313 RIVERPARK BLVD	519.96	133-0-300-135	3148 LISBON LN	1,428.20
132-0-450-045	313 RIVERPARK BLVD	519.96	133-0-300-145	3146 LISBON LN	1,921.14
132-0-450-055	313 RIVERPARK BLVD	519.96	133-0-300-155	3144 LISBON LN	1,921.14
132-0-450-065	313 RIVERPARK BLVD	519.96	133-0-300-165	3142 LISBON LN	1,428.20
132-0-450-075	313 RIVERPARK BLVD	519.96	133-0-300-175	3140 LISBON LN	1,755.54
132-0-450-085	313 RIVERPARK BLVD	519.96	133-0-300-185	3138 LISBON LN	1,755.54
132-0-450-095	313 RIVERPARK BLVD	519.96	133-0-300-195	3128 LISBON LN	1,428.20
132-0-450-105	313 RIVERPARK BLVD	519.96	133-0-300-205	3126 LISBON LN	1,921.14
132-0-450-115	313 RIVERPARK BLVD	519.96	133-0-300-215	3124 LISBON LN	1,755.54
132-0-450-125	313 RIVERPARK BLVD	519.96	133-0-300-225	3122 LISBON LN	1,755.54
132-0-460-015	311 RIVERPARK BLVD	519.96	133-0-300-235	701 GARRONE ST	1,755.54

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-460-025	311 RIVERPARK BLVD	519.96	133-0-300-245	703 GARONNE LN	1,921.14
132-0-460-035	311 RIVERPARK BLVD	519.96	133-0-300-255	705 GARONNE ST	1,921.14
132-0-460-045	311 RIVERPARK BLVD	519.96	133-0-300-265	709 GARONNE ST	1,921.14
132-0-460-055	311 RIVERPARK BLVD	519.96	133-0-300-275	711 GARONNE ST	1,921.14
132-0-460-065	311 RIVERPARK BLVD	519.96	133-0-300-285	713 GARONNE LN	1,921.14
132-0-460-075	311 RIVERPARK BLVD	519.96	133-0-300-295	715 GARONNE ST	1,755.54
132-0-460-085	311 RIVERPARK BLVD	519.96	133-0-300-305	3120 LISBON LN	1,755.54
132-0-460-095	311 RIVERPARK BLVD	519.96	133-0-300-315	3118 LISBON LN	1,755.54
132-0-460-105	311 RIVERPARK BLVD	519.96	133-0-300-325	3116 LISBON LN	1,428.20
132-0-460-115	311 RIVERPARK BLVD	519.96	133-0-300-335	3114 LISBON LN	1,921.14
132-0-460-125	311 RIVERPARK BLVD	519.96	133-0-300-345	3112 LISBON LN	1,921.14
132-0-470-015	NOT AVAILABLE	43,989.72	133-0-300-355	3110 LISBON LN	1,428.20
133-0-110-035	764 NILE RIVER DR	2,372.44	133-0-300-365	3108 LISBON LN	1,755.54
133-0-110-045	762 NILE RIVER DR	2,372.44	133-0-300-375	3106 LISBON LN	1,755.54
133-0-110-055	760 NILE RIVER DR	2,093.52	133-0-300-385	3104 LISBON LN	1,755.54
133-0-110-065	758 NILE RIVER DR	2,093.52	133-0-300-395	3102 LISBON LN	1,755.54
133-0-110-075	756 NILE RIVER DR	2,372.44	133-0-300-405	3136 LISBON LN	1,755.54
133-0-110-085	754 NILE RIVER DR	2,372.44	133-0-300-415	3134 LISBON LN	1,755.54
133-0-110-095	752 NILE RIVER DR	2,372.44	133-0-300-425	3132 LISBON LN	1,921.14
133-0-110-105	750 NILE RIVER DR	2,372.44	133-0-300-435	3130 LISBON LN	1,428.20
133-0-110-115	748 NILE RIVER DR	2,093.52	133-0-300-445	3101 N OXNARD BLVD	2,420.52
133-0-110-125	746 NILE RIVER DR	2,093.52	133-0-300-455	3103 N OXNARD BLVD	2,254.92
133-0-110-135	744 NILE RIVER DR	2,372.44	133-0-300-465	3105 N OXNARD BLVD	2,254.92



AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This Agreement For Billing of Direct Assessments ("Agreement") is made and entered into between the *Ventura County Auditor-Controller* and _____ ("Agency") to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to the **Agency**.

I. PROPERTY TAX SERVICES

Ventura County will place direct assessments on the Secured Tax Roll and distribute collections to the **Agency** at the same time and in the same manner as Ventura County property taxes are collected and distributed, and as authorized by law. The **Agency** will adhere to the policies and procedures established by the Ventura County Auditor-Controller as outlined in the Direct Assessment Submission Letter.

II. FEES FOR SERVICES

For billing, collection, correction and administration of direct assessments, the Ventura County Auditor-Controller shall collect the following charges:

- A. A Direct Assessment Line Fee for the original submission will be charged in the amount of \$0.22 per assessment per parcel.
- B. For correction or removal of direct assessments requested by the **Agency** after extension of the tax roll, the Ventura County Auditor-Controller will collect \$21.00 per correction or removal. All corrections and removals must be submitted by the third Friday in February.
- C. An Administration and collection fee shall be charged in an amount not to exceed one-fourth of 1 percent of amounts collected.
- D. Collection fees and charges herein provided are subject to adjustment by the County via resolution of the Board of Supervisors at its annual Countywide Rates and Fees public hearing. The Ventura County Auditor-Controller reserves the right to increase or

decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to the **Agency**.

III. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing, correction and removal charges are deducted once a year, in the April Secured Apportionment. Collection and administrative fees are deducted from each Apportionment distribution.

IV. REQUESTS FOR INFORMATION AND ACCOUNTING SERVICES

The Ventura County Auditor-Controller publishes a report of direct assessments levied for the tax year by parcel to the Auditor-Controller's website in January, May and July. Requests for information and accounting services beyond what is posted to the Website will be considered extended services and will be subject to additional charges and fees.

v. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for any levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. The **Agency** warrants that the taxes, fees, or assessments imposed by the **Agency** and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

The **Agency** hereby releases and forever discharges Ventura County and its officials, officers, agents, representatives and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the **Agency's** responsibilities and representations under this Agreement or other action taken by the **Agency** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement, including disputes related to lien priority.

The **Agency** further agrees to and shall defend, indemnify and hold harmless Ventura County and its officials, officers, agents, representatives and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of the **Agency's** responsibilities and representations under this Agreement, or other action taken by the **Agency** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement, including disputes related to lien priority.

If any judgement is entered against any indemnified party as a result of action taken to implement this Agreement, the **Agency** agrees that Ventura County may offset the amount of any judgement paid by any indemnified party from any monies collected by Ventura County on the **Agency's** behalf, including property taxes, special taxes, fees, or assessments. Ventura County may, but is not required to, notify the **Agency** of its intent to implement any offset authorized by this paragraph.

VI. TERMS OF AGREEMENT

Upon execution, this Agreement terminates, supersedes and replaces all prior agreements between Ventura County Auditor-Controller and the **Agency** pertaining to the collection of direct assessments. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice of cancellation to the other party.

VII. AUTHORITY

The above terms are accepted by the **Agency** and the undersigned further certifies that he/she is authorized to sign this Agreement and bind the **Agency** to its terms.

Authorized Signature: _____ Date: _____

Authorized Name: _____
(PRINT)

Title: _____
(PRINT TITLE)

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____
SECTION MANAGER

Approved Name: _____
(PRINT)

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.19.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Blvd./Highway 101 Interchange).

RECOMMENDATION

That the City Council, acting as the legislative body of Community Facilities District No. 2000-3 (CFD No. 2000-3), adopt a resolution (Attachment A) setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2019-2020. (The Public Works and Transportation Committee approved 3-0.)

BACKGROUND

On July 24, 2001, City Council adopted Resolution No. 12,019 authorizing bonded indebtedness for CFD No. 2000-3 in the amount not to exceed \$15,000,000 to be paid by the levy of a special tax. Government Code Section 53340 requires that, prior to the first time the special tax is levied, the City Council adopt an ordinance setting the special tax rate (which states the maximum rate approved by the voters in the CFD at the time of formation). Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The special tax rate set by resolution each year may be less than the maximum rate set by the ordinance. On April 17, 2001, the City Council adopted Ordinance No. 2570 setting the special tax rate for CFD No. 2000-3.

DISCUSSION

The attached resolution sets the special tax rate for Fiscal Year 2019-2020 for CFD No. 2000-3. The special tax is used to pay debt service on the CFD No. 2000-3 bonds and to pay expenses related to administration of the district. While the maximum special tax rate in FY 2019-2020 for CFD No. 2000-3 is \$921,278.27, the actual amount to be levied is \$580,880.

The reserve fund will be credited to property owners in the final year of the bonds, to the extent available. The remaining balance of the bonds is \$5,635,000 with the final payment due on September 1, 2032.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There will be no cost to the general fund from approval of the resolution levying the special taxes for CFD No. 2000-3. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes which are

levied against properties located in CFD No. 2000-3.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax 2000-3 FY 19-20
2. Exhibit A - 2000-3 Levies by Location

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT
NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE),
SETTING THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH
COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Oxnard, California (the “City Council”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”) and this Community Facilities District is designated as Community Facilities District No. 2000-3 (Oxnard boulevard / Highway 101 Interchange) (the “District”); and

WHEREAS, the City Council, by the adoption of Ordinance No. 2570 (“Ordinance”) as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes within the District including the Improvement Areas established within such District to finance authorized services; and

WHEREAS, Government Code Section 53340 provides that the City Council may provide, by resolution, for the levy of special taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance levying such special taxes, if such resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the special tax to be levied on each parcel for the current tax year (the “Certified Parcel List”) is timely filed by the clerk or other official designated by the City Council with the Auditor of the County of Ventura (the “County Auditor”) on or before August 10th of the applicable tax year; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the City’s Chief Financial Officer has prepared or caused to be prepared a Certified Parcel List;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard, acting as the legislative body of Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange), as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2019-2020 at the special tax rates set forth in the report prepared by NBS Government Finance Group entitled “City of Oxnard Community Facilities District No. 2000-3 (Oxnard Blvd/Highway 101 Interchange) Fiscal Year 2019-2020 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary

modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 3. The Chief Financial Officer is hereby authorized and directed to submit the Certified Parcel List to the County Auditor on or before July 5, 2019 or such later date to which the County Auditor may agree.

SECTION 4. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Oxnard, acting for and on behalf of the District.

SECTION 5. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special tax.

SECTION 6. The County Auditor shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 7. This resolution shall become effective upon its adoption.

APPROVED AND ADOPTED on this ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor of the City Council of the City of Oxnard, acting on behalf of Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) of the City of Oxnard

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2019

City Clerk of the City Council of the City of Oxnard

(SEAL)

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-033-055	NOT AVAILABLE	\$239.94	132-0-252-505	3026 N OXNARD BLVD	\$165.78
132-0-033-075	NOT AVAILABLE	238.88	132-0-252-515	3028 N OXNARD BLVD	165.78
132-0-033-095	110 RIVERPARK BLVD	1,744.84	132-0-252-525	3030 N OXNARD BLVD	165.78
132-0-033-105	210 RIVERPARK BLVD	2,693.50	132-0-252-535	3032 N OXNARD BLVD	165.78
132-0-060-050	2805 VINEYARD AVE	150.76	132-0-260-015	416 GREEN RIVER ST	122.36
132-0-060-145	141 W STROUBE ST	777.00	132-0-260-025	414 GREEN RIVER ST	122.36
132-0-060-155	2851 N VINEYARD AVE	313.12	132-0-260-035	412 GREEN RIVER ST	122.36
132-0-100-085	NOT AVAILABLE	1,652.58	132-0-260-045	410 GREEN RIVER ST	122.36
132-0-100-095	NOT AVAILABLE	3,722.68	132-0-260-055	408 GREEN RIVER ST	122.36
132-0-100-105	1000 TOWN CENTER DR	6,987.26	132-0-260-065	407 FLATHEAD RIVER ST	122.36
132-0-100-165	2901 N VENTURA RD	9,659.28	132-0-260-075	417 FLATHEAD RIVER ST	122.36
132-0-100-175	NOT AVAILABLE	12.72	132-0-260-085	427 FLATHEAD RIVER ST	122.36
132-0-100-185	2775 N VENTURA RD	4,248.62	132-0-260-095	437 FLATHEAD RIVER ST	122.36
132-0-100-235	2811 N VENTURA RD	467.24	132-0-260-105	447 FLATHEAD RIVER ST	122.36
132-0-100-245	2821 N VENTURA RD	467.24	132-0-260-115	457 FLATHEAD RIVER ST	122.36
132-0-100-255	2801 N VENTURA RD	871.50	132-0-260-125	3010 MOONLIGHT PARK AVE	122.36
132-0-110-175	NOT AVAILABLE	490.04	132-0-260-135	3012 MOONLIGHT PARK AVE	122.36
132-0-110-315	NOT AVAILABLE	12,204.72	132-0-260-145	3014 MOONLIGHT PARK AVE	122.36
132-0-110-535	750 CLYDE RIVER PL	9,964.46	132-0-260-155	3016 MOONLIGHT PARK AVE	122.36
132-0-170-105	NOT AVAILABLE	550.52	132-0-260-165	3018 MOONLIGHT PARK AVE	122.36
132-0-170-115	NOT AVAILABLE	1,486.42	132-0-260-175	3020 MOONLIGHT PARK AVE	122.36
132-0-170-125	2905 ROCKY MOUNTAIN DR	367.02	132-0-260-185	3022 MOONLIGHT PARK AVE	122.36
132-0-170-135	2903 ROCKY MOUNTAIN DR	367.02	132-0-260-195	406 GARONNE ST	207.08
132-0-170-145	2901 ROCKY MOUNTAIN DR	367.02	132-0-260-205	404 GARONNE ST	207.08
132-0-170-155	2907 ROCKY MOUNTAIN DR	367.00	132-0-260-215	402 GARONNE ST	207.08
132-0-170-165	2909 ROCKY MOUNTAIN DR	367.00	132-0-260-225	400 GARONNE ST	207.08
132-0-170-175	2911 ROCKY MOUNTAIN DR	367.00	132-0-260-235	401 FOREST PARK BLVD	207.08
132-0-170-185	2925 ROCKY MOUNTAIN DR	412.88	132-0-260-245	403 FOREST PARK BLVD	207.08
132-0-170-195	2923 ROCKY MOUNTAIN DR	412.88	132-0-260-255	405 FOREST PARK BLVD	207.08
132-0-170-205	2921 ROCKY MOUNTAIN DR	412.88	132-0-260-265	407 FOREST PARK BLVD	207.08
132-0-170-215	2927 ROCKY MOUNTAIN DR	412.88	132-0-260-275	409 FOREST PARK BLVD	207.08
132-0-170-225	2929 ROCKY MOUNTAIN DR	412.88	132-0-260-285	411 FOREST PARK BLVD	207.08
132-0-170-235	2931 ROCKY MOUNTAIN DR	412.88	132-0-260-295	413 FOREST PARK BLVD	207.08
132-0-170-245	313 DANVERS RIVER ST	283.12	132-0-260-305	415 FOREST PARK BLVD	207.08
132-0-170-255	311 DANVERS RIVER ST	283.12	132-0-260-315	417 FOREST PARK BLVD	207.08
132-0-170-265	309 DANVERS RIVER ST	283.12	132-0-260-355	421 FOREST PARK BLVD	222.30
132-0-170-275	307 DANVERS RIVER ST	283.12	132-0-260-365	423 FOREST PARK BLVD	222.30
132-0-170-285	305 DANVERS RIVER ST	283.12	132-0-260-375	425 FOREST PARK BLVD	222.30
132-0-170-295	303 DANVERS RIVER ST	283.12	132-0-260-385	427 FOREST PARK BLVD	222.30
132-0-170-305	301 DANVERS RIVER ST	283.12	132-0-260-395	3006 MOONLIGHT PARK AVE	222.30
132-0-170-315	318 ELK RIVER ST	321.14	132-0-260-405	3004 MOONLIGHT PARK AVE	222.30
132-0-170-325	316 ELK RIVER ST	321.14	132-0-260-415	3002 MOONLIGHT PARK AVE	222.30
132-0-170-335	314 ELK RIVER ST	321.14	132-0-260-425	3000 MOONLIGHT PARK AVE	222.30
132-0-170-345	312 ELK RIVER ST	321.14	132-0-260-435	431 FOREST PARK BLVD	222.30
132-0-170-355	310 ELK RIVER ST	321.14	132-0-260-445	433 FOREST PARK BLVD	222.30
132-0-170-365	308 ELK RIVER ST	321.14	132-0-260-455	435 FOREST PARK BLVD	222.30
132-0-170-375	373 FEATHER RIVER PL	353.90	132-0-260-465	437 FOREST PARK BLVD	222.30
132-0-170-385	371 FEATHER RIVER PL	353.90	132-0-260-475	439 FOREST PARK BLVD	222.30
132-0-170-395	369 FEATHER RIVER PL	353.90	132-0-260-485	441 FOREST PARK BLVD	222.30
132-0-170-405	367 FEATHER RIVER PL	353.90	132-0-260-495	443 FOREST PARK BLVD	222.30
132-0-170-415	365 FEATHER RIVER PL	353.90	132-0-260-505	NOT AVAILABLE	703.60
132-0-170-425	363 FEATHER RIVER PL	353.90	132-0-271-155	NOT AVAILABLE	120.64
132-0-170-435	361 FEATHER RIVER PL	353.90	132-0-271-165	NOT AVAILABLE	120.64
132-0-170-445	355 FEATHER RIVER PL	353.90	132-0-271-175	NOT AVAILABLE	120.64
132-0-170-455	353 FEATHER RIVER PL	353.90	132-0-271-185	NOT AVAILABLE	120.64
132-0-170-465	351 FEATHER RIVER PL	353.90	132-0-271-195	NOT AVAILABLE	120.64
132-0-170-475	349 FEATHER RIVER PL	353.90	132-0-271-205	NOT AVAILABLE	120.64
132-0-170-485	347 FEATHER RIVER PL	353.90	132-0-271-215	NOT AVAILABLE	120.64
132-0-170-495	345 FEATHER RIVER PL	353.90	132-0-271-285	NOT AVAILABLE	210.60
132-0-170-505	343 FEATHER RIVER PL	353.90	132-0-271-295	NOT AVAILABLE	210.60

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-170-515	341 FEATHER RIVER PL	302.78	132-0-271-305	NOT AVAILABLE	210.60
132-0-170-525	339 FEATHER RIVER PL	302.78	132-0-271-315	NOT AVAILABLE	210.60
132-0-170-535	337 FEATHER RIVER PL	302.78	132-0-271-325	NOT AVAILABLE	210.60
132-0-170-545	335 FEATHER RIVER PL	302.78	132-0-271-335	NOT AVAILABLE	210.60
132-0-170-555	333 FEATHER RIVER PL	302.78	132-0-271-345	NOT AVAILABLE	210.60
132-0-170-565	331 FEATHER RIVER PL	302.78	132-0-271-355	NOT AVAILABLE	210.60
132-0-170-575	321 FEATHER RIVER PL	385.36	132-0-271-365	NOT AVAILABLE	210.60
132-0-170-585	319 FEATHER RIVER PL	385.36	132-0-271-375	NOT AVAILABLE	210.60
132-0-170-595	317 FEATHER RIVER PL	385.36	132-0-271-385	NOT AVAILABLE	210.60
132-0-170-605	315 FEATHER RIVER PL	385.36	132-0-271-395	NOT AVAILABLE	210.60
132-0-170-615	316 FEATHER RIVER PL	367.02	132-0-271-405	NOT AVAILABLE	210.60
132-0-170-625	318 FEATHER RIVER PL	367.02	132-0-271-415	NOT AVAILABLE	210.60
132-0-170-635	320 FEATHER RIVER PL	367.00	132-0-271-425	NOT AVAILABLE	210.60
132-0-170-645	319 ELK RIVER ST	357.84	132-0-271-435	NOT AVAILABLE	210.60
132-0-170-655	317 ELK RIVER ST	357.84	132-0-271-445	NOT AVAILABLE	210.60
132-0-170-665	315 ELK RIVER ST	357.84	132-0-271-455	NOT AVAILABLE	210.60
132-0-170-675	313 ELK RIVER ST	357.84	132-0-271-465	NOT AVAILABLE	210.60
132-0-180-175	351 FOREST PARK BLVD	234.92	132-0-271-475	NOT AVAILABLE	210.60
132-0-180-185	349 FOREST PARK BLVD	234.92	132-0-271-485	NOT AVAILABLE	210.60
132-0-180-195	347 FOREST PARK BLVD	234.92	132-0-271-495	NOT AVAILABLE	210.60
132-0-180-205	345 FOREST PARK BLVD	234.92	132-0-271-505	NOT AVAILABLE	210.60
132-0-180-215	343 FOREST PARK BLVD	234.92	132-0-271-515	NOT AVAILABLE	210.60
132-0-180-225	341 FOREST PARK BLVD	234.92	132-0-271-525	NOT AVAILABLE	210.60
132-0-180-235	335 FOREST PARK BLVD	234.92	132-0-271-535	NOT AVAILABLE	210.60
132-0-180-245	333 FOREST PARK BLVD	234.92	132-0-271-545	NOT AVAILABLE	210.60
132-0-180-255	331 FOREST PARK BLVD	234.92	132-0-271-555	NOT AVAILABLE	210.60
132-0-180-265	321 FOREST PARK BLVD	234.92	132-0-271-565	NOT AVAILABLE	210.60
132-0-180-275	319 FOREST PARK BLVD	234.92	132-0-271-575	NOT AVAILABLE	210.60
132-0-180-285	317 FOREST PARK BLVD	234.92	132-0-271-585	NOT AVAILABLE	210.60
132-0-180-295	315 FOREST PARK BLVD	234.92	132-0-271-595	NOT AVAILABLE	210.60
132-0-180-305	313 FOREST PARK BLVD	234.92	132-0-271-605	NOT AVAILABLE	210.60
132-0-180-315	311 FOREST PARK BLVD	234.92	132-0-271-615	NOT AVAILABLE	210.60
132-0-180-325	309 FOREST PARK BLVD	234.92	132-0-272-375	NOT AVAILABLE	175.08
132-0-180-335	307 FOREST PARK BLVD	234.92	132-0-272-385	NOT AVAILABLE	175.08
132-0-180-425	3032 SHENANDOAH DR	144.92	132-0-272-395	NOT AVAILABLE	175.08
132-0-180-435	3022 SHENANDOAH DR	144.92	132-0-272-405	NOT AVAILABLE	175.08
132-0-180-445	3012 SHENANDOAH DR	144.92	132-0-272-415	NOT AVAILABLE	175.08
132-0-180-455	3002 SHENANDOAH DR	144.92	132-0-272-425	NOT AVAILABLE	175.08
132-0-180-465	3003 SHENANDOAH DR	148.14	132-0-272-435	NOT AVAILABLE	175.08
132-0-180-475	3013 SHENANDOAH DR	148.14	132-0-280-015	NOT AVAILABLE	145.30
132-0-180-485	3023 SHENANDOAH DR	148.14	132-0-280-025	NOT AVAILABLE	145.30
132-0-180-495	3033 SHENANDOAH DR	148.14	132-0-280-035	NOT AVAILABLE	145.30
132-0-180-505	3043 SHENANDOAH DR	148.14	132-0-280-045	NOT AVAILABLE	145.30
132-0-180-545	3034 ROIA LN	169.08	132-0-280-055	NOT AVAILABLE	145.30
132-0-180-555	3024 ROIA LN	169.08	132-0-280-065	NOT AVAILABLE	145.30
132-0-180-565	3014 ROIA LN	169.08	132-0-280-075	NOT AVAILABLE	145.30
132-0-180-575	3004 ROIA LN	169.08	132-0-280-085	NOT AVAILABLE	145.30
132-0-180-585	3005 ROIA LN	203.98	132-0-280-095	NOT AVAILABLE	145.30
132-0-180-595	3015 ROIA LN	203.98	132-0-280-105	NOT AVAILABLE	145.30
132-0-180-605	3025 ROIA LN	203.98	132-0-280-115	NOT AVAILABLE	145.30
132-0-180-675	3026 PALISADES PARK DR	182.50	132-0-280-125	NOT AVAILABLE	145.30
132-0-180-685	3016 PALISADES PARK DR	182.50	132-0-280-135	NOT AVAILABLE	145.30
132-0-180-695	3006 PALISADES PARK DR	182.50	132-0-280-145	NOT AVAILABLE	145.30
132-0-180-765	405 GARONNE ST	214.70	132-0-280-155	NOT AVAILABLE	145.30
132-0-180-775	403 GARONNE ST	214.70	132-0-280-165	NOT AVAILABLE	145.30
132-0-180-785	401 GARONNE ST	214.70	132-0-280-175	NOT AVAILABLE	145.30
132-0-190-015	321 COLORADO RIVER PL	245.62	132-0-280-185	NOT AVAILABLE	145.30
132-0-190-025	331 COLORADO RIVER PL	245.62	132-0-280-195	NOT AVAILABLE	145.30
132-0-190-035	341 COLORADO RIVER PL	245.62	132-0-280-205	NOT AVAILABLE	145.30
132-0-190-045	351 COLORADO RIVER PL	245.62	132-0-280-215	NOT AVAILABLE	145.30

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-190-055	391 COLORADO RIVER PL	245.62	132-0-280-225	NOT AVAILABLE	145.30
132-0-190-065	381 COLORADO RIVER PL	245.62	132-0-280-235	NOT AVAILABLE	145.30
132-0-190-075	371 COLORADO RIVER PL	245.62	132-0-280-245	NOT AVAILABLE	145.30
132-0-190-085	361 COLORADO RIVER PL	245.62	132-0-290-075	NOT AVAILABLE	133.30
132-0-190-095	2800 RIVERPARK BLVD	245.62	132-0-290-085	NOT AVAILABLE	133.30
132-0-190-105	2802 RIVERPARK BLVD	245.62	132-0-290-095	NOT AVAILABLE	133.30
132-0-190-115	2804 RIVERPARK BLVD	245.62	132-0-290-105	NOT AVAILABLE	133.30
132-0-190-125	2820 RIVERPARK BLVD	245.62	132-0-290-115	NOT AVAILABLE	133.30
132-0-190-135	2818 RIVERPARK BLVD	245.62	132-0-290-125	NOT AVAILABLE	133.30
132-0-190-145	2816 RIVERPARK BLVD	245.62	132-0-290-135	NOT AVAILABLE	133.30
132-0-190-155	2814 RIVERPARK BLVD	245.62	132-0-290-145	NOT AVAILABLE	133.30
132-0-190-165	2812 RIVERPARK BLVD	245.62	132-0-290-155	NOT AVAILABLE	133.30
132-0-190-175	2810 RIVERPARK BLVD	245.62	132-0-290-165	NOT AVAILABLE	133.30
132-0-190-185	2821 SMOKY MOUNTAIN DR	245.62	132-0-290-175	NOT AVAILABLE	133.30
132-0-190-195	2819 SMOKY MOUNTAIN DR	245.62	132-0-290-185	NOT AVAILABLE	133.30
132-0-190-205	2817 SMOKY MOUNTAIN DR	245.62	132-0-311-035	NOT AVAILABLE	6,845.76
132-0-190-215	2815 SMOKY MOUNTAIN DR	245.62	132-0-311-045	NOT AVAILABLE	6,598.20
132-0-190-225	2813 SMOKY MOUNTAIN DR	245.62	132-0-311-055	NOT AVAILABLE	4,470.38
132-0-190-235	2811 SMOKY MOUNTAIN DR	245.62	132-0-311-105	NOT AVAILABLE	11,363.20
132-0-190-245	2801 SMOKY MOUNTAIN DR	245.62	132-0-311-115	NOT AVAILABLE	1,264.14
132-0-190-255	2803 SMOKY MOUNTAIN DR	245.62	132-0-311-125	NOT AVAILABLE	849.62
132-0-190-265	2805 SMOKY MOUNTAIN DR	245.62	132-0-311-135	NOT AVAILABLE	1,610.54
132-0-190-275	2835 SMOKY MOUNTAIN DR	224.14	132-0-311-165	NOT AVAILABLE	791.14
132-0-190-285	2833 SMOKY MOUNTAIN DR	224.14	132-0-311-175	NOT AVAILABLE	88,757.66
132-0-190-295	2831 SMOKY MOUNTAIN DR	224.14	132-0-311-185	NOT AVAILABLE	2,458.94
132-0-190-305	2830 RIVERPARK BLVD	224.14	132-0-311-195	NOT AVAILABLE	235.20
132-0-190-315	2832 RIVERPARK BLVD	224.14	132-0-330-015	NOT AVAILABLE	103.06
132-0-190-325	2834 RIVER PARK BLVD	224.14	132-0-330-025	NOT AVAILABLE	103.06
132-0-190-335	392 DANVERS RIVER ST	224.14	132-0-330-035	NOT AVAILABLE	103.06
132-0-190-345	382 DANVERS RIVER ST	224.14	132-0-330-045	NOT AVAILABLE	103.06
132-0-190-355	372 DANVERS RIVER ST	224.14	132-0-330-055	NOT AVAILABLE	103.06
132-0-190-365	362 DANVERS RIVER ST	224.14	132-0-330-065	NOT AVAILABLE	103.06
132-0-190-375	322 DANVERS RIVER ST	224.14	132-0-330-075	NOT AVAILABLE	103.06
132-0-190-385	332 DANVERS RIVER ST	224.14	132-0-330-085	NOT AVAILABLE	103.06
132-0-190-395	342 DANVERS RIVER ST	224.14	132-0-330-095	NOT AVAILABLE	103.06
132-0-190-405	352 DANVERS RIVER ST	224.14	132-0-330-105	NOT AVAILABLE	103.06
132-0-200-015	2716 RIVERPARK BLVD	242.22	132-0-330-115	NOT AVAILABLE	103.06
132-0-200-025	2714 RIVERPARK BLVD	242.22	132-0-330-125	NOT AVAILABLE	103.06
132-0-200-035	2712 RIVERPARK BLVD	242.22	132-0-340-015	NOT AVAILABLE	103.06
132-0-200-045	2710 RIVERPARK BLVD	242.22	132-0-340-025	NOT AVAILABLE	103.06
132-0-200-055	2720 RIVERPARK BLVD	242.22	132-0-340-035	NOT AVAILABLE	103.06
132-0-200-065	2722 RIVERPARK BLVD	242.22	132-0-340-045	NOT AVAILABLE	103.06
132-0-200-075	2724 RIVERPARK BLVD	242.22	132-0-340-055	NOT AVAILABLE	103.06
132-0-200-085	2726 RIVERPARK BLVD	242.22	132-0-340-065	NOT AVAILABLE	103.06
132-0-200-095	2734 RIVERPARK BLVD	242.22	132-0-340-075	NOT AVAILABLE	103.06
132-0-200-105	2732 RIVERPARK BLVD	242.22	132-0-340-085	NOT AVAILABLE	103.06
132-0-200-115	2730 RIVERPARK BLVD	242.22	132-0-340-095	NOT AVAILABLE	103.06
132-0-200-125	390 COLORADO RIVER PL	242.22	132-0-340-105	NOT AVAILABLE	103.06
132-0-200-135	380 COLORADO RIVER PL	242.22	132-0-340-115	NOT AVAILABLE	103.06
132-0-200-145	370 COLORADO RIVER PL	242.22	132-0-340-125	NOT AVAILABLE	103.06
132-0-200-155	360 COLORADO RIVER PL	242.22	132-0-350-015	NOT AVAILABLE	103.06
132-0-200-165	320 COLORADO RIVER PL	242.22	132-0-350-025	NOT AVAILABLE	103.06
132-0-200-175	330 COLORADO RIVER PL	242.22	132-0-350-035	NOT AVAILABLE	103.06
132-0-200-185	340 COLORADO RIVER PL	242.22	132-0-350-045	NOT AVAILABLE	103.06
132-0-200-195	350 COLORADO RIVER PL	242.22	132-0-350-055	NOT AVAILABLE	103.06
132-0-200-205	2735 SMOKY MOUNTAIN DR	267.40	132-0-350-065	NOT AVAILABLE	103.06
132-0-200-215	2733 SMOKY MOUNTAIN DR	267.40	132-0-350-075	NOT AVAILABLE	103.06
132-0-200-225	2731 SMOKY MOUNTAIN DR	267.40	132-0-350-085	NOT AVAILABLE	103.06
132-0-200-235	2721 SMOKY MOUNTAIN DR	267.40	132-0-350-095	NOT AVAILABLE	103.06
132-0-200-245	2723 SMOKY MOUNTAIN DR	267.40	132-0-350-105	NOT AVAILABLE	103.06

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-200-255	2725 SMOKY MOUNTAIN DR	267.40	132-0-350-115	NOT AVAILABLE	103.06
132-0-200-265	2727 SMOKY MOUNTAIN DR	267.40	132-0-350-125	NOT AVAILABLE	103.06
132-0-200-275	2717 SMOKY MOUNTAIN DR	267.40	132-0-360-015	NOT AVAILABLE	103.06
132-0-200-285	2715 SMOKY MOUNTAIN DR	267.40	132-0-360-025	NOT AVAILABLE	103.06
132-0-200-295	2713 SMOKY MOUNTAIN DR	267.40	132-0-360-035	NOT AVAILABLE	103.06
132-0-200-305	2711 SMOKY MOUNTAIN DR	267.40	132-0-360-045	NOT AVAILABLE	103.06
132-0-200-455	2701 SMOKY MOUNTAIN DR	267.40	132-0-360-055	NOT AVAILABLE	103.06
132-0-200-465	2703 SMOKY MOUNTAIN DR	267.40	132-0-360-065	NOT AVAILABLE	103.06
132-0-200-475	2705 SMOKY MOUNTAIN DR	267.40	132-0-360-075	NOT AVAILABLE	103.06
132-0-200-485	2700 RIVERPARK BLVD	242.22	132-0-360-085	NOT AVAILABLE	103.06
132-0-200-495	2702 RIVERPARK BLVD	242.22	132-0-360-095	NOT AVAILABLE	103.06
132-0-200-505	2704 RIVERPARK BLVD	242.22	132-0-360-105	NOT AVAILABLE	103.06
132-0-200-515	341 AMERICAN RIVER CT	242.22	132-0-360-115	NOT AVAILABLE	103.06
132-0-200-525	343 AMERICAN RIVER CT	242.22	132-0-360-125	NOT AVAILABLE	103.06
132-0-200-535	345 AMERICAN RIVER CT	242.22	132-0-370-015	NOT AVAILABLE	103.06
132-0-200-545	347 AMERICAN RIVER CT	242.22	132-0-370-025	NOT AVAILABLE	103.06
132-0-200-555	357 AMERICAN RIVER CT	242.22	132-0-370-035	NOT AVAILABLE	103.06
132-0-200-565	355 AMERICAN RIVER CT	242.22	132-0-370-045	NOT AVAILABLE	103.06
132-0-200-575	353 AMERICAN RIVER CT	242.22	132-0-370-055	NOT AVAILABLE	103.06
132-0-200-585	351 AMERICAN RIVER CT	242.22	132-0-370-065	NOT AVAILABLE	103.06
132-0-210-345	300 BIG SUR RIVER PL	222.96	132-0-370-075	NOT AVAILABLE	103.06
132-0-210-355	302 BIG SUR RIVER PL	222.96	132-0-370-085	NOT AVAILABLE	103.06
132-0-210-365	304 BIG SUR RIVER PL	222.96	132-0-370-095	NOT AVAILABLE	103.06
132-0-210-375	306 BIG SUR RIVER PL	222.96	132-0-370-105	NOT AVAILABLE	103.06
132-0-210-385	308 BIG SUR RIVER PL	222.96	132-0-370-115	NOT AVAILABLE	103.06
132-0-210-395	310 BIG SUR RIVER PL	222.96	132-0-370-125	NOT AVAILABLE	103.06
132-0-210-405	301 AMERICAN RIVER CT	222.96	132-0-380-015	NOT AVAILABLE	103.06
132-0-210-415	303 AMERICAN RIVER CT	222.96	132-0-380-025	NOT AVAILABLE	103.06
132-0-210-425	305 AMERICAN RIVER CT	222.96	132-0-380-035	NOT AVAILABLE	103.06
132-0-210-435	307 AMERICAN RIVER CT	222.96	132-0-380-045	NOT AVAILABLE	103.06
132-0-210-445	309 AMERICAN RIVER CT	222.96	132-0-380-055	NOT AVAILABLE	103.06
132-0-210-455	311 AMERICAN RIVER CT	222.96	132-0-380-065	NOT AVAILABLE	103.06
132-0-210-465	312 BIG SUR RIVER PL	222.96	132-0-380-075	NOT AVAILABLE	103.06
132-0-210-475	314 BIG SUR RIVER PL	222.96	132-0-380-085	NOT AVAILABLE	103.06
132-0-210-495	318 BIG SUR RIVER PL	222.96	132-0-380-095	NOT AVAILABLE	103.06
132-0-210-505	313 AMERICAN RIVER CT	222.96	132-0-380-105	NOT AVAILABLE	103.06
132-0-210-515	315 AMERICAN RIVER CT	222.96	132-0-380-115	NOT AVAILABLE	103.06
132-0-210-525	317 AMERICAN RIVER CT	222.96	132-0-380-125	NOT AVAILABLE	103.06
132-0-210-535	319 AMERICAN RIVER CT	222.96	132-0-390-015	NOT AVAILABLE	103.06
132-0-210-545	330 BIG SUR RIVER PL	215.62	132-0-390-025	NOT AVAILABLE	103.06
132-0-210-555	328 BIG SUR RIVER PL	215.62	132-0-390-035	NOT AVAILABLE	103.06
132-0-210-565	326 BIG SUR RIVER PL	215.62	132-0-390-045	NOT AVAILABLE	103.06
132-0-210-575	324 BIG SUR RIVER PL	215.62	132-0-390-055	NOT AVAILABLE	103.06
132-0-210-585	322 BIG SUR RIVER PL	215.62	132-0-390-065	NOT AVAILABLE	103.06
132-0-210-595	320 BIG SUR RIVER PL	215.62	132-0-390-075	NOT AVAILABLE	103.06
132-0-210-605	331 AMERICAN RIVER CT	215.62	132-0-390-085	NOT AVAILABLE	103.06
132-0-210-615	329 AMERICAN RIVER CT	215.62	132-0-390-095	NOT AVAILABLE	103.06
132-0-210-625	327 AMERICAN RIVER CT	215.62	132-0-390-105	NOT AVAILABLE	103.06
132-0-210-635	325 AMERICAN RIVER CT	215.62	132-0-390-115	NOT AVAILABLE	103.06
132-0-210-645	323 AMERICAN RIVER CT	215.62	132-0-390-125	NOT AVAILABLE	103.06
132-0-210-655	321 AMERICAN RIVER CT	215.62	132-0-400-015	NOT AVAILABLE	103.06
132-0-230-195	500 FOREST PARK BLVD	8,237.60	132-0-400-025	NOT AVAILABLE	103.06
132-0-230-205	500 FOREST PARK BLVD	8,237.60	132-0-400-035	NOT AVAILABLE	103.06
132-0-230-225	470 FOREST PARK BLVD	17,025.84	132-0-400-045	NOT AVAILABLE	103.06
132-0-230-235	401 DANVERS RIVER DR	3,556.50	132-0-400-055	NOT AVAILABLE	103.06
132-0-251-015	648 FLATHEAD RIVER ST	119.76	132-0-400-065	NOT AVAILABLE	103.06
132-0-251-025	646 FLATHEAD RIVER ST	119.76	132-0-400-075	NOT AVAILABLE	103.06
132-0-251-035	644 FLATHEAD RIVER ST	119.76	132-0-400-085	NOT AVAILABLE	103.06
132-0-251-045	642 FLATHEAD RIVER ST	119.76	132-0-400-095	NOT AVAILABLE	103.06
132-0-251-055	640 FLATHEAD RIVER ST	119.76	132-0-400-105	NOT AVAILABLE	103.06

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-251-065	638 FLATHEAD RIVER ST	119.76	132-0-400-115	NOT AVAILABLE	103.06
132-0-251-075	636 FLATHEAD RIVER ST	119.76	132-0-400-125	NOT AVAILABLE	103.06
132-0-251-085	634 FLATHEAD RIVER ST	119.76	132-0-410-015	NOT AVAILABLE	103.06
132-0-251-095	632 FLATHEAD RIVER ST	119.76	132-0-410-025	NOT AVAILABLE	103.06
132-0-251-105	630 FLATHEAD RIVER ST	119.76	132-0-410-035	NOT AVAILABLE	103.06
132-0-251-115	628 FLATHEAD RIVER ST	119.76	132-0-410-045	NOT AVAILABLE	103.06
132-0-251-125	626 FLATHEAD RIVER ST	119.76	132-0-410-055	NOT AVAILABLE	103.06
132-0-251-135	624 FLATHEAD RIVER ST	119.76	132-0-410-065	NOT AVAILABLE	103.06
132-0-251-145	622 FLATHEAD RIVER ST	119.76	132-0-410-075	NOT AVAILABLE	103.06
132-0-251-155	620 FLATHEAD RIVER ST	119.76	132-0-410-085	NOT AVAILABLE	103.06
132-0-251-165	614 FLATHEAD RIVER ST	119.76	132-0-410-095	NOT AVAILABLE	103.06
132-0-251-175	612 FLATHEAD RIVER ST	119.76	132-0-410-105	NOT AVAILABLE	103.06
132-0-251-185	610 FLATHEAD RIVER ST	119.76	132-0-410-115	NOT AVAILABLE	103.06
132-0-251-195	608 FLATHEAD RIVER ST	119.76	132-0-410-125	NOT AVAILABLE	103.06
132-0-251-205	606 FLATHEAD RIVER ST	119.76	132-0-420-015	NOT AVAILABLE	700.88
132-0-251-215	604 FLATHEAD RIVER ST	119.76	132-0-420-025	NOT AVAILABLE	525.66
132-0-251-225	602 FLATHEAD RIVER ST	119.76	132-0-420-075	NOT AVAILABLE	131.40
132-0-251-235	600 FLATHEAD RIVER ST	119.76	132-0-420-085	NOT AVAILABLE	131.40
132-0-251-245	514 FLATHEAD RIVER ST	119.76	132-0-420-095	NOT AVAILABLE	131.40
132-0-251-255	512 FLATHEAD RIVER ST	119.76	132-0-420-105	NOT AVAILABLE	131.40
132-0-251-265	510 FLATHEAD RIVER ST	119.76	132-0-420-115	NOT AVAILABLE	525.66
132-0-251-275	508 FLATHEAD RIVER ST	119.76	132-0-430-015	NOT AVAILABLE	103.06
132-0-251-285	506 FLATHEAD RIVER ST	119.76	132-0-430-025	NOT AVAILABLE	103.06
132-0-251-295	504 FLATHEAD RIVER ST	119.76	132-0-430-035	NOT AVAILABLE	103.06
132-0-251-305	502 FLATHEAD RIVER ST	119.76	132-0-430-045	NOT AVAILABLE	103.06
132-0-251-315	500 FLATHEAD RIVER ST	119.76	132-0-430-055	NOT AVAILABLE	103.06
132-0-251-325	3007 MOONLIGHT PARK AVE	304.10	132-0-430-065	NOT AVAILABLE	103.06
132-0-251-335	3005 MOONLIGHT PARK AVE	304.10	132-0-430-075	NOT AVAILABLE	103.06
132-0-251-345	3003 MOONLIGHT PARK AVE	304.10	132-0-430-085	NOT AVAILABLE	103.06
132-0-251-355	3001 MOONLIGHT PARK AVE	304.10	132-0-430-095	NOT AVAILABLE	103.06
132-0-251-365	639 FOREST PARK BLVD	175.08	132-0-430-105	NOT AVAILABLE	103.06
132-0-251-375	637 FOREST PARK BLVD	175.08	132-0-430-115	NOT AVAILABLE	103.06
132-0-251-385	635 FOREST PARK BLVD	175.08	132-0-430-125	NOT AVAILABLE	103.06
132-0-251-395	633 FOREST PARK BLVD	175.08	132-0-440-015	NOT AVAILABLE	103.06
132-0-251-405	631 FOREST PARK BLVD	175.08	132-0-440-025	NOT AVAILABLE	103.06
132-0-251-415	629 FOREST PARK BLVD	175.08	132-0-440-035	NOT AVAILABLE	103.06
132-0-251-425	627 FOREST PARK BLVD	175.08	132-0-440-045	NOT AVAILABLE	103.06
132-0-251-435	625 FOREST PARK BLVD	175.08	132-0-440-055	NOT AVAILABLE	103.06
132-0-251-445	623 FOREST PARK BLVD	175.08	132-0-440-065	NOT AVAILABLE	103.06
132-0-251-455	621 FOREST PARK BLVD	175.08	132-0-440-075	NOT AVAILABLE	103.06
132-0-251-465	519 FOREST PARK BLVD	175.08	132-0-440-085	NOT AVAILABLE	103.06
132-0-251-475	517 FOREST PARK BLVD	175.08	132-0-440-095	NOT AVAILABLE	103.06
132-0-251-485	515 FOREST PARK BLVD	175.08	132-0-440-105	NOT AVAILABLE	103.06
132-0-251-495	513 FOREST PARK BLVD	175.08	132-0-440-115	NOT AVAILABLE	103.06
132-0-251-505	511 FOREST PARK BLVD	175.08	132-0-440-125	NOT AVAILABLE	103.06
132-0-251-515	509 FOREST PARK BLVD	175.08	132-0-450-015	NOT AVAILABLE	103.06
132-0-251-525	507 FOREST PARK BLVD	175.08	132-0-450-025	NOT AVAILABLE	103.06
132-0-251-535	505 FOREST PARK BLVD	175.08	132-0-450-035	NOT AVAILABLE	103.06
132-0-251-545	503 FOREST PARK BLVD	175.08	132-0-450-045	NOT AVAILABLE	103.06
132-0-251-555	501 FOREST PARK BLVD	175.08	132-0-450-055	NOT AVAILABLE	103.06
132-0-251-565	617 FOREST PARK BLVD	175.08	132-0-450-065	NOT AVAILABLE	103.06
132-0-251-575	615 FOREST PARK BLVD	175.08	132-0-450-075	NOT AVAILABLE	103.06
132-0-251-585	613 FOREST PARK BLVD	175.08	132-0-450-085	NOT AVAILABLE	103.06
132-0-251-595	611 FOREST PARK BLVD	175.08	132-0-450-095	NOT AVAILABLE	103.06
132-0-251-605	609 FOREST PARK BLVD	175.08	132-0-450-105	NOT AVAILABLE	103.06
132-0-251-615	607 FOREST PARK BLVD	175.08	132-0-450-115	NOT AVAILABLE	103.06
132-0-251-625	605 FOREST PARK BLVD	175.08	132-0-450-125	NOT AVAILABLE	103.06
132-0-251-635	603 FOREST PARK BLVD	175.08	132-0-460-015	NOT AVAILABLE	103.06
132-0-251-645	601 FOREST PARK BLVD	175.08	132-0-460-025	NOT AVAILABLE	103.06
132-0-251-655	3008 N OXNARD BLVD	175.08	132-0-460-035	NOT AVAILABLE	103.06

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2019-2020 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-251-665	3010 N OXNARD BLVD	175.08	132-0-460-045	NOT AVAILABLE	103.06
132-0-251-675	3012 N OXNARD BLVD	175.08	132-0-460-055	NOT AVAILABLE	103.06
132-0-251-685	3014 N OXNARD BLVD	175.08	132-0-460-065	NOT AVAILABLE	103.06
132-0-252-015	614 GREEN RIVER ST	119.76	132-0-460-075	NOT AVAILABLE	103.06
132-0-252-025	612 GREEN RIVER ST	119.76	132-0-460-085	NOT AVAILABLE	103.06
132-0-252-035	610 GREEN RIVER ST	119.76	132-0-460-095	NOT AVAILABLE	103.06
132-0-252-045	608 GREEN RIVER ST	119.76	132-0-460-105	NOT AVAILABLE	103.06
132-0-252-055	606 GREEN RIVER ST	119.76	132-0-460-115	NOT AVAILABLE	103.06
132-0-252-065	604 GREEN RIVER ST	119.76	132-0-460-125	NOT AVAILABLE	103.06
132-0-252-075	602 GREEN RIVER ST	119.76	132-0-470-015	NOT AVAILABLE	2,173.62
132-0-252-085	3025 MOSS LANDING BLVD	119.76	132-0-470-025	NOT AVAILABLE	4,198.86
132-0-252-095	3023 MOSS LANDING BLVD	119.76	132-0-470-035	NOT AVAILABLE	2,090.02
132-0-252-105	3021 MOSS LANDING BLVD	119.76	132-0-470-045	NOT AVAILABLE	2,382.62
132-0-252-115	3019 MOSS LANDING BLVD	119.76	132-0-470-055	NOT AVAILABLE	1,734.72
132-0-252-125	3017 MOSS LANDING BLVD	119.76	132-0-470-065	NOT AVAILABLE	961.40
132-0-252-135	3015 MOSS LANDING BLVD	119.76	132-0-470-075	NOT AVAILABLE	2,006.42
132-0-252-145	3013 MOSS LANDING BLVD	119.76	132-0-470-085	NOT AVAILABLE	1,546.62
132-0-252-155	3011 MOSS LANDING BLVD	119.76	132-0-470-095	NOT AVAILABLE	355.30
132-0-252-165	603 FLATHEAD RIVER ST	119.76	132-0-470-105	NOT AVAILABLE	1,421.22
132-0-252-175	605 FLATHEAD RIVER ST	119.76	132-0-470-115	NOT AVAILABLE	3,887.44
132-0-252-185	607 FLATHEAD RIVER ST	119.76	132-0-470-125	NOT AVAILABLE	4,305.46
132-0-252-195	609 FLATHEAD RIVER ST	119.76	132-0-470-135	NOT AVAILABLE	62.70
132-0-252-205	611 FLATHEAD RIVER ST	119.76	139-0-050-140	NOT AVAILABLE	347.90
132-0-252-215	613 FLATHEAD RIVER ST	119.76	139-0-050-225	NOT AVAILABLE	173.94
132-0-252-225	615 FLATHEAD RIVER ST	119.76	142-0-010-065	NOT AVAILABLE	185.54
132-0-252-235	646 GREEN RIVER ST	119.76	142-0-010-215	NOT AVAILABLE	1,061.12
132-0-252-245	644 GREEN RIVER ST	119.76	142-0-010-345	NOT AVAILABLE	11,933.44
132-0-252-255	642 GREEN RIVER ST	119.76	142-0-010-425	NOT AVAILABLE	2,104.88
132-0-252-265	640 GREEN RIVER ST	119.76	142-0-010-515	NOT AVAILABLE	2,425.26
132-0-252-275	638 GREEN RIVER ST	119.76	142-0-010-555	NOT AVAILABLE	4,486.74
132-0-252-285	636 GREEN RIVER ST	119.76	142-0-010-575	NOT AVAILABLE	3,314.52
132-0-252-295	634 GREEN RIVER ST	119.76	142-0-010-605	NOT AVAILABLE	945.16
132-0-252-305	630 GREEN RIVER ST	119.76	142-0-010-615	NOT AVAILABLE	24,333.54
132-0-252-315	628 GREEN RIVER ST	119.76	142-0-010-625	NOT AVAILABLE	37,632.08
132-0-252-325	624 GREEN RIVER ST	119.76	142-0-010-635	NOT AVAILABLE	12,769.66
132-0-252-335	622 GREEN RIVER ST	119.76	142-0-010-645	NOT AVAILABLE	1,552.78
132-0-252-345	620 GREEN RIVER ST	119.76	142-0-021-010	NOT AVAILABLE	7,561.32
132-0-252-355	625 FLATHEAD RIVER ST	119.76	142-0-021-070	NOT AVAILABLE	3,780.66
132-0-252-365	627 FLATHEAD RIVER ST	119.76	142-0-021-080	NOT AVAILABLE	1,919.32
132-0-252-375	629 FLATHEAD RIVER ST	119.76	142-0-021-170	NOT AVAILABLE	5,352.08
132-0-252-385	631 FLATHEAD RIVER ST	119.76	142-0-021-240	NOT AVAILABLE	2,719.52
132-0-252-395	633 FLATHEAD RIVER ST	119.76	142-0-021-250	NOT AVAILABLE	2,696.32
132-0-252-405	637 FLATHEAD RIVER ST	119.76	142-0-022-605	NOT AVAILABLE	27,548.34
132-0-252-415	639 FLATHEAD RIVER ST	119.76	142-0-022-615	NOT AVAILABLE	21,913.44
132-0-252-425	641 FLATHEAD RIVER ST	119.76	142-0-235-180	NOT AVAILABLE	5,922.82
132-0-252-435	643 FLATHEAD RIVER ST	119.76	142-0-235-190	NOT AVAILABLE	6,834.02
132-0-252-445	645 FLATHEAD RIVER ST	119.76	142-0-310-015	NOT AVAILABLE	3,800.54
132-0-252-455	647 FLATHEAD RIVER ST	119.76	142-0-310-025	NOT AVAILABLE	13,991.96
132-0-252-465	649 FLATHEAD RIVER ST	119.76	142-0-310-035	NOT AVAILABLE	1,486.24
132-0-252-475	3020 N OXNARD BLVD	165.78	142-0-310-045	NOT AVAILABLE	2,101.98
132-0-252-485	3022 N OXNARD BLVD	165.78	142-0-310-055	NOT AVAILABLE	6,284.70
132-0-252-495	3024 N OXNARD BLVD	165.78	142-0-310-065	NOT AVAILABLE	1,762.26
		Total	704 Parcels		\$580,880.14

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.20.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Statewide Park Development and Community Revitalization Program Grant Application.

RECOMMENDATION

That City Council adopt resolutions authorizing the City Manager to submit an application for \$8,500,000 in Statewide Park Development and Community Revitalization Program grant funds for the Campus Park Activation Project.

BACKGROUND

The intent of the Statewide Park Development and Community Revitalization Program (State Parks Program or SPP) competitive grants are to create new parks and new recreation opportunities in critically underserved communities across California. The current round of SPP grants includes \$650M of Proposition 68 funding which will be distributed in multiple rounds.

The SPP grant is a highly competitive program, and a number of factors go into applicant's scores, including broad community engagement and disadvantaged community status as examples. For the City's 2019 application to the grant program, Campus Park was selected by staff as the most eligible and applicable site in the City. Staff reviewed the grant details thoroughly, and assessed various project alternatives in the context of the grant's scoring criteria. Staff also considered the City's financial reality in the context of the long term maintenance costs that would be needed from any capital improvements. The City's Parks and Recreation Master Plan, currently being finalized, has also pointed towards the Campus Park site as serving as a mixed use site that prioritizes passive and open space themed improvements that bring aspects of nature into Oxnard's urban core.

DISCUSSION

The grant application will focus on Campus Park's highest and best role in the community as clarified in the recent Parks and Recreation Master Plan efforts, and in the context of the City as a whole considering the intended roles of the City's other remaining undeveloped park sites including Sports Park and College Park. Staff acknowledge that the Campus Park site has a diverse history in terms of past proposed site uses. The current grant proposal will gather community participation to refine the most recent priorities identified through the Parks and Recreation Master Plan, while also considering current maintenance budget realities.

The City will be holding a number of community workshops in June and July of 2019 to develop the conceptual design that will be included in the grant application, and that integrates the following:

- Prioritizing resident's needs and priorities at the site
- Matching within the themes and requirements of the grant
- Building on the direction indicated and the feedback received during the City's Parks and Recreation Master Plan

process

- Integrating flexibility for future adaptation based on future funding; and
- Bounded by the City's current and near term parks maintenance budget reality.

The grant application will prioritize the activation of the park through passive activities, but will also be considering low-cost active improvements that are not maintenance-heavy. Staff will utilize a participatory planning and design methodology to involve residents in the conceptual design process before the grant application is submitted. The format will be a series of staff facilitated community workshops at the Campus Park site whereby staff will engage residents in the participatory conceptual development of the project that will be proposed in the grant application, and staff's subsequent and iterative synthesization and refining of concepts for further review and feedback before the final conceptual design is submitted.

While the City is not as severely economically disadvantaged as some other southern California areas, and is also not as critically park deficient overall as other cities, staff expect to receive a competitive score as the proposed project is linked to the City's recent master planning efforts, integrates stormwater capture elements, utilizes creative and inclusive community participatory design elements, integrates passive and active recreation elements, serves a disadvantaged population, serves a park deficient area, and proposes to activate a derelict large parcel near the heart of Oxnard to serve both neighborhood and community-wide needs, among other scoring criteria.

The grant application is due August 5, 2019.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

There is no City match required for this grant. Maintenance funding would need to be considered in Fiscal Year 2021/2022 after construction is finalized, if the grant is awarded.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Sustainability Coordinator

ATTACHMENTS

1. Resolution_SPP
2. Resolution_SPP_City Version

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT
AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby:
APPROVES THE FILING OF AN APPLICATION FOR THE CAMPUS PARK ACTIVATION PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the _____ day of _____, 20_____

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Oxnard following a roll call vote:

Ayes:

Noes:

Absent:

_____ Tim Flynn, Mayor

_____ Michelle Ascencion, City Clerk

_____ Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD APPROVING THE SUBMITTAL OF A GRANT
APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the State Department of Parks and Recreation for \$8,500,000 in Statewide Park Development and Community Revitalization Grant Program funds to be used for the activation of Campus Park with active and passive recreation elements (the Campus Park Activation Project).

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to the State Department of Parks and Recreation for the purpose of obtaining grant funding for the Campus Park Activation Project. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.21.

DATE: June 4, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve Grant Fund Transfer, Allocations, and Contract Amendments to Rice Avenue at Fifth Street Grade Separation Project.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following:

1. Transfer of \$12,406,000 Senate Bill 1 (SB1) Trade Corridor Enhancement Program (TCEP) grant funds from Fund 181 (State Gas Tax) to Fund 189 (TCEP);
2. A first amendment to Caltrans Cooperative Work Agreement No. 07-5065 upon receipt, identifying \$1,400,000 of SB1 TCEP grant for right-of-way (ROW) engineering;
3. A first amendment to WKE, Inc. Agreement A-8094, adding \$490,075 and adding subconsultant, Group Delta, Padre & Associates;
4. Authorize future changes to sub-consultants by the Public Works Director; and
5. Unappropriate \$23,000 from Fund 275 (Federal Railroad Administration Railroad Safe Transportation of Energy Products) transportation grant.

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

BACKGROUND

The project will construct a new bridge at Rice Avenue and Fifth Street/State Route 34 in order to grade separate the intersection and railroad crossing. The California Public Utilities Commission (CPUC) prioritizes the Rice Avenue at Fifth Street Grade Separation (project) second in the state on the Grade Separation Priority List. The project will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad (UPRR) crossing, as well as relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.

Design started in July 2018, when City Council approved Agreement No. A-8094 with WKE, Inc. to complete Plans, Specifications & Estimates (PS&E).

The project anticipates awards of \$78.4 million in grant funding. To date, the City has secured \$17.2 million in state and federal grants for Preliminary Engineering (PE), PS&E and Right of Way (ROW). The \$17.2 million includes \$3.3 million in Surface Transportation Program Local (STPL); \$12.4 million in Senate Bill 1 (SB1) Trade Corridor Enhancement Program (TCEP); and \$1.5 million in Federal Railroad Administration (FRA) Safe Transportation of Energy Product (STEP) grants.

Grant Funding In Millions					
Source	PE	PS&E	ROW	CON	TOTAL
Grant-STPL (Fund 275)	\$2.7	\$0.6			\$3.3
Grant-SB1 TCEP (Fund 189)		\$4.4	\$8.0	\$56.2*	\$68.6
Grant-FRA STEP (Fund 275)		\$1.5			\$1.5
Grant-CPUC*				\$5.0*	\$5.0*
Total Grant Funding:	\$2.7	\$6.5	\$8.0	\$61.2	\$78.4

*Future appropriation

DISCUSSION

Transfer from Fund 181 to Fund 189

The purpose of the fund transfer request is to meet required state and federal grant record keeping. State SB1 TCEP funding originates in-part from the State Gas Tax (Fund 181). However, Gas Tax Operation Fund does not represent reimbursable grant funds. It is requested that \$12,406,000 existing appropriation of SB1 TCEP grant funds be transferred from Gas Tax (Fund 181) to new TCEP (Fund 189), within Project No. 133101. This transfer includes activities incurred to date as well as any claim received to date for SB1 TCEP of Project 133101.

First Amendment to Caltrans Cooperative Agreement for Right of Way Engineering

Due to the complexity of securing ROW, including permanent and temporary construction easements, Caltrans Division of ROW will be the lead agency for property acquisition. The estimate for Caltrans support is \$1.4 million. Caltrans will provide the City with a First Amendment to Cooperative Work Agreement 07-5065. These funds are available through the SB1 TCEP grant allocated by the California Transportation Commission (CTC) and previously recognized by Council.

First Amendment to WKE, Inc. Agreement Adding Sub-Consultants and Scope

Prior to Caltrans taking responsibility for ROW acquisition, Caltrans recommends that properties be tested for hazardous material every 150-feet, rather than every 300-feet, to provide more informed appraisals. WKE requests to add sub-consultant Group Delta to perform additional testing at an increased cost of \$386,558.37. 51 These funds are available through the SB1 TCEP grant allocated by the CTC and previously recognized by Council.

Multiple oil wells are within the project area and require abandonment. WKE is requesting to add subconsultant Padre & Associates to coordinate the Division of Oil, Gas, and Geothermal Resources' requirements and permitting at a cost of \$4,984.86. These funds are available through the SB1 TCEP grant allocated by the CTC and previously recognized by Council.

Revalidation of the Environmental document is necessary due to design changes needed to accommodate utilities, at a

cost of \$98,531.54, to WKE, Inc. and GPA. These funds are available through the SB1 TCEP grant allocated by the CTC and previously recognized by Council.

The total for the First Amendment to WKE, Inc. Agreement A-8094 is \$490,074.77.

Reduction of Federal Railroad Administration Fund 275

The \$1,523,000 FRA STEP grant was allocated by the CTC in June 2018 and previously recognized by Council. The FRA later reduced the grant by \$23,000 and the CTC voted in December 2018 to reduce the allocation to \$1.5 million. The recommendation reflects a request to reduce Fund 275 by \$23,000.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Approval of this action would 1) transfer existing appropriations of \$12,406,000 from Gas Tax Operational Fund 181 to TCEP Fund 189 within PW18-47, Project No. 133110, 2) approve \$1,400,000 in available SB1 TCEP (Fund 189) for ROW engineering, 3) approve \$490,075 in available SB1 TCEP (Fund 189) for WKE Inc. Amendment 1, and 4) reduce TFA STEP (Fund 275) by \$23,000 within Project 133110.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Project Manager

ATTACHMENTS

1. Attachment A - Rice Fifth BA
2. Attachment B - Caltrans Co-op Agreement 07-5065
3. Attachment C - Agreement A-8094 WKE
4. Attachment D - A-8094 First Amendment
5. Attachment E - WKE Exhibit A-1, C-1

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Debbie O'Leary

Date: June 4, 2019
 Phone: x5283

Reason for Appropriation:

Approve transfer of \$12,406,000 Senate Bill 1 (SB1) Trade Corridor Enhancement Program (TCEP) grant from Fund 181 State Gas Tax to Fund 189 TCEP account, a reimbursable grant account, and approve reduction of \$23,000 of Federal Railroad Administration (FRA) Safe Transportation of Energy Products by Rail (STEP) grant in Fund 275, in ongoing Project# 133101, Rice Avenue at Fifth Street Grade Separation.

Accounts and Descriptions

AMOUNT

Fund: **State Gas Tax (181)**

Revenues/Transfers In

181-1001-532-7247	STATE/LOCAL SOURCES - TCEP GAS TAX (2192)	(12,406,000)
	Sub-total Revenues	(12,406,000)

Expenditures/Transfers Out

RICE AVENUE AT 5TH ST GRADE (Project 133101)

181-3125-826.82-09	SVCS-OTHER PROF/CONTRACT	(3,333,576)
181-3125-826.86-01	LAND/EASEMENTS/RIGHT OF WAY	(8,000,000)
181-3125-826.84-51	SERVICES FROM OTHER PROG	(536,212)
181-3125-826.88-02	RESERVES / FOR CONTINGENCIES	(536,212)
	Sub-total Expenditures	(12,406,000)

Net Change to Fund Balance 0

Fund: **Trade Corridor Enhancement Program (189)**

Revenues/Transfers In

189-1001-532-7247	STATE/LOCAL SOURCES - TCEP GAS TAX (2192)	12,406,000
	Sub-total Revenues	12,406,000

Expenditures/Transfers Out

RICE AVENUE AT 5TH ST GRADE (Project 133101)

189-3125-826.82-09	SVCS-OTHER PROF/CONTRACT	5,752,200
189-3125-826.86-01	LAND/EASEMENTS/RIG OF WAY	6,600,000
189-3125-826.88-02	RESERVES / FOR CONTINGENCIES	53,800
	Sub-total Expenditures	12,406,000

Net Change to Fund Balance 0

Fund: **Federal Transportation Multi-Year Grants (275)**

Revenues/Transfers In

RICE AVENUE AT 5TH ST GRADE (Project 133101)

275-3125-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	(23,000)
	Sub-total Revenues	(23,000)

Expenditures/Transfers Out

RICE AVENUE AT 5TH ST GRADE (Project 133101)

275-3125-826.82-09	SVCS-OTHER PROF/CONTRACT	(23,000)
	Sub-total Expenditures	(23,000)

Net Change to Fund Balance 0



Net Appropriation Change (23,000)

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA DOC.# (Finance) _____
 Revised : 2/23/2012

COOPERATIVE AGREEMENT COVER SHEET

Work Description

To construct grade separation at the intersection of 5th Street (SR-34) and Rice Avenue in the City of Oxnard

Contact Information

CALTRANS

Zareh Shahbazian, Project Manager
100 S. Main Street, Suite 100
Los Angeles, CA 90012
Office Phone: (213) 897-4255
Fax Number: (213) 897-0648
Email: zareh_shahbazian@dot.ca.gov

CITY OF OXNARD

Jason M. Samonte, City Traffic Engineer
214 S. C Street
Oxnard, CA 93030
Office Phone: (805) 385-7872
Fax Number: 8053857408
Email: jason.samonte@ci.oxnard.ca.us

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COOPERATIVE AGREEMENT

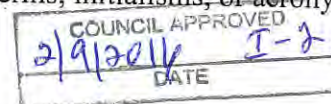
State Independent Quality Assurance

This AGREEMENT, effective on February 9th, 2016, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Oxnard, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *to construct grade separation at the intersection of 5th Street (SR-34) and Rice Avenue in the City of Oxnard* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Project Approval and Environmental Document (PA&ED)
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:
 - CITY completed the Project Initiation Document (Cooperative Agreement No. 5051).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.



7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. CITY is the SPONSOR for the PROJECT COMPONENTS in this AGREEMENT.

Funding

9. The OBLIGATIONS do not use funds administered by CALTRANS. PARTNERS will amend this AGREEMENT should this condition change.
10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.
11. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

Implementing Agency

12. CITY is the IMPLEMENTING AGENCY for PA&ED.
13. CITY is the IMPLEMENTING AGENCY for PS&E.
14. CITY is the IMPLEMENTING AGENCY for RIGHT OF WAY.
15. CITY is the IMPLEMENTING AGENCY for CONSTRUCTION.
16. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.
17. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance

18. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that CITY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

Environmental Document Quality Control (EDQC) Program

19. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

CEQA/NEPA Lead Agency

20. CALTRANS is the CEQA Lead Agency for the PROJECT.
21. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

22. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
23. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

24. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Air Quality Permits
Local Agency Concurrence/Permit

Project Approval and Environmental Document (PA&ED)

25. As IMPLEMENTING AGENCY for PA&ED, CITY is responsible for all PA&ED WORK except those PA&ED activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
26. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05 Approved Final Environmental Document
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

27. Any PARTNER preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

28. CALTRANS will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

29. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CALTRANS' standards that apply to the CEQA process.
30. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
31. CITY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
32. CITY will submit all CEQA-related public meeting materials to CALTRANS for review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
33. CALTRANS will attend all CEQA-related public meetings.
34. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

35. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA lead agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

36. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.
37. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
38. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

39. CALTRANS will attend all NEPA-related public meetings.
40. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

41. If a PARTNER who is not the NEPA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the NEPA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the NEPA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

42. As IMPLEMENTING AGENCY for PS&E, CITY is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
43. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

Right of Way (R/W)

44. As IMPLEMENTING AGENCY for R/W, CITY is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
45. The selection of R/W personnel and WORK within the completed PROJECT's SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
46. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

47. CITY will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
48. CITY will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
49. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
50. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right of Way Certification document to CALTRANS six (6) weeks prior to the scheduled Right of Way Certification milestone date for review.

CITY will submit a final Right of Way certification document to CALTRANS for approval 30 days prior to the Certification milestone date.

51. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
52. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
53. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.

Construction

54. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
55. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
285.05.15.xx Change Order Review & Approval as required in this Agreement
270.20.45.xx SWPPP/WPCP Review & Approval

56. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.
57. Caltrans will not issue an Encroachment Permit for construction work until CALTRANS accepts:
- The final plans, specifications, and estimate package
 - The Right of Way Certification
 - The PROJECT SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.
58. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
59. CITY will provide a landscape architect who will be responsible for all landscaping activities within the SHS.

60. CALTRANS will review and approve:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

61. If CONSTRUCTION CAPITAL is funded with state or federal funds then CITY will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide Independent Quality Assurance for the claims process.

62. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

63. CITY is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.

64. CITY will submit a written request to CALTRANS for any Department Furnished Material (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the construction start of work. CITY will submit a written request to CALTRANS for any additional Department Furnished Materials deemed necessary during the PROJECT construction.

CALTRANS will make the Department Furnished Materials available at a CALTRANS-designated location.

65. The cost of DFM is a CONSTRUCTION CAPITAL cost.

66. The Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.

67. As IMPLEMENTING AGENCY for construction, CITY is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract.

68. PARTNERS will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION. The maintenance of the SHS within the PROJECT limits is an OBLIGATION until a maintenance agreement is executed.
69. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY shall furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed..

70. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the SHS right-of-way.

Schedule

71. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

72. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
73. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
74. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

75. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
76. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
77. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
78. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
79. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
80. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
81. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
82. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

83. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right-of-way. CITY will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right-of-way.

84. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
85. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
86. CITY will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.
87. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.
88. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
89. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
90. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

91. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

92. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
93. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
94. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
95. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.

96. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.
97. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

98. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

99. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

100. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
101. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

102. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
103. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
104. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
105. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
106. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
107. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
108. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

109. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

110. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
111. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
112. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
113. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

114. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
115. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

116. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
117. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this agreement shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

INVOICING AND PAYMENT

118. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

Project Approval and Environmental Document (PA&ED)

119. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

120. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

Right of Way Support (R/W SUPPORT)

121. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

Right of Way Capital (R/W CAPITAL)

122. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CONSTRUCTION SUPPORT

123. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION CAPITAL

Department Furnished Materials (DFM)

124. CALTRANS will invoice and CITY will reimburse for actual costs.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

DFM (Department Furnished Materials) – Construction materials or equipment supplied by CALTRANS. DFM was previously referred to as State Furnished Materials (SFM).

EDQC (Environmental Document Quality Control) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this Agreement.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – CALTRANS' efforts to ensure that another PARTNER's quality assurance activities are in accordance with the applicable standards and the PROJECT's Quality Management Plan (QMP). When CALTRANS performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another PARTNER's work products.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION



Carrie L. Bowen
District 07 Director

Certified as to funds:


Paul Kwong
District Budget Manager

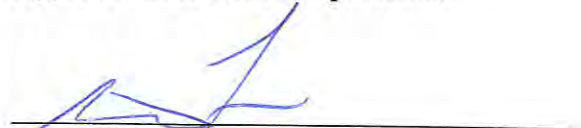
CITY OF OXNARD


Greg Nyhoff
City Manager

Attest:


Daniel Martinez
City Clerk

Approved as to form and procedure:


Stephen M. Fischer
Interim City Attorney

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTNERS complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by CITY?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTNERS complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Agreement 07-5065 and any amendments to the agreement.

The final signature date on this document terminates Agreement 07-5065 except survival articles.

All survival articles in Agreement 07-5065 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Name:

District 07 Director

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

Name:

District Budget Manager

CITY OF OXNARD

Name:

City Manager

Date: _____

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 4th day of June, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and WKE, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, **Exhibit A** is amended to include **Exhibit A-1**; attached hereto and incorporated herein.
2. In Section 14(a) of the Agreement, the figure “\$5,362,125.51” is deleted and hereby amended to “\$5,852,200.28.”
3. In Section 14(b) of the Agreement, **Exhibit C** is amended to include **Exhibit C-1**; attached hereto and incorporated herein..
4. As so amended, the Agreement remains in full force and effect.

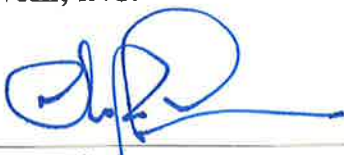
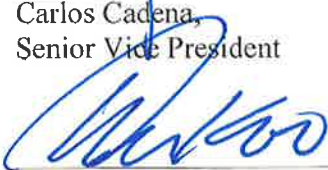
[Signatures on next page]

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

CITY OF OXNARD

WKE, INC.


☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

 _____ 5/9/19
 Carlos Cadena, Senior Vice President Date
 _____ 5/9/19
 Wei Koo, President Date

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 _____ 5/8/19
 Stephen M. Fischer, City Attorney (always required) Date

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

EXHIBIT A-1

SCOPE OF SERVICES
AMENDMENT 1
Contract No. A-8094

MILESTONE 1 – HAZARDOUS WASTE/MATERIALS INVESTIGATIONS

Properties located south of 5th Avenue/Route 34 (and the Union Pacific Rail Road Tracks) may not be accessible until a later date due to ongoing negotiations with various property owners. As such, at the recommendation of WKE, the investigation will be conducted in at least three phases due to potential delayed access to properties:

Phase 1: North of the Union Pacific Rail Road (UPRR) Tracks/Route 34

Phase 2: East of Rice Avenue and south of the UPRR Tracks/Route 34

Phase 3: West of Rice Avenue and south of the UPRR Tracks/5th Street

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Site Investigation Work Plan including a Health and Safety Plan (HASP) for the project. The work plan will address procedures of sampling and laboratory analysis. The plan will also include guidelines for the use of personal protective equipment and safe sampling procedures. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work. The estimated fee is based upon the January 2019 Work Plan currently undergoing Caltrans review.
- Group Delta will prepare up to 5 reduced work plans to facilitate acquisition of specific parcels.
- Group Delta will acquire boring permits from the City of Oxnard and the County of Ventura.
- Group Delta will acquire an Encroachment Permit from Caltrans for borings on the shoulder of SR-34 and an Encroachment Permit from the City of Oxnard for borings associated with Bent 3. This includes development of site-specific traffic control plans.
- Group Delta will mark exploration locations at the site and notify Underground Service Alert (USA) to identify public utilities in the area. Locations will be surveyed in accordance with Caltrans requirements.
- Group Delta will also perform a geophysical to identify potential subsurface utilities or obstructions at each boring location.
- Group Delta will coordinate with the appropriate boring permit and encroachment permit inspectors, as necessary. We assume that limited signage is required at two locations along the shoulder of SR-34 and full traffic control is needed for the two borings at Bent 3.

Field Activities

Laboratory analysis will be performed on selected samples collected during the field program to generally characterize the soil and groundwater within the regions depicted on Figure 1. Samples will be collected using a hand auger and direct-push drill rig. The sampling and analyses program will be as follows:

1. Shallow soil borings will be advanced to approximately 5 feet below ground surface (bgs) with samples collected at near surface (0-6 inches), 1 ft, 3 ft, and 5 ft bgs.
2. Deeper soil borings will be advanced to approximately 18-20 ft bgs with samples collected at near surface, 1 ft, 3 ft, 5 ft and 10 ft bgs as well as at the approximate soil/groundwater interface up to 20 ft bgs.
3. Ten borings placed at the locations of the abutments/bents will be advanced to depths of up to 46 ft bgs.
4. Groundwater samples will be collected from selected boring locations specified in the work plan.
5. Extensive NPDES groundwater sampling will be conducted at 5 locations.
6. All samples will be screened using analyzers specified by Caltrans including a photoionization detector (PID), methane meter, and a hydrogen sulfide meter.
7. Detailed boring logs will be created for each boring.

Laboratory Analysis

Soil and groundwater samples will undergo some or all of the following analyses in accordance with Caltrans requirements as outlined in the January 2019 Work Plan:

- Total Petroleum Hydrocarbons (TPH) in the gasoline range (TPH-g): EPA Test Method 8015
- TPH in diesel and oil ranges (TPH-d/mo): EPA Test Method 8015
- Metals: EPA Test Method 6010B/7471
- Organochlorine Pesticides (OCPs): EPA Method 8081A or 8081B
- Volatile Organic Compounds (VOCs): EPA Method 6010B
- Semi-Volatile Organic Compounds (SVOCs): EPA Method 8270C
- pH: EPA Method 9045C
- Nitrate: EPA Method 300.0
- Asbestos: CARB 435

Select additional samples collected near transformers or other areas of concern will be analyzed for polychlorinated biphenyls (PCBs) by EPA Method 8082, and/or or other constituents, as necessary.

In addition, samples collected from 5 locations will undergo the extensive suite of analytical testing required by the Los Angeles Regional Water Quality Control Board (LARWQCB) for obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for construction dewatering discharges.

Reporting

After the data has been gathered, it will be evaluated for technical accuracy and uncertainty (data validation). Group Delta will perform a statistical analysis of the lead analytical results from samples along public ROW using the 95% upper confidence limit (UCL) on the mean by using the EPA's Pro-UCL computer program.

The soil will be classified in accordance with the Caltrans soil classification system based upon the results of the analysis. The report will make recommendations for safe handling of fill and native soils as well as groundwater that may be encountered during the project. The report will include a site plans showing laboratory data, field bore logs, and tabulated analytical data.

Scope of Work for Hazardous Materials Surveys

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Hazardous Materials Investigation Work Plan. The work plan will address procedures of sampling and laboratory analysis. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work.
- Group Delta will manage the preparation of site-specific traffic control plans to facilitate encroachment permitting.
- Group Delta will acquire Encroachment Permits from the City of Oxnard, Ventura County, and Caltrans for sampling yellow striping in public ROW.
- Group Delta will coordinate with the appropriate encroachment permit inspectors, as necessary.

Field Activities

The proposed improvements may impact above-ground structures on three properties. It is possible that these structures may contain ACM and LBP. Each location will require an investigation for hazardous materials. The locations include:

- Parcel No. 2180011475 – Hailwood, Inc.
- Parcel No. 2180011435 – United Water
- Parcel No. 2170020125 – E & H Land Company, LLC

Group Delta proposes to utilize our California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct a site reconnaissance to identify the locations of potential ACMs and our California Department of Public Health (CDPH) certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential LBP and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis. Group Delta proposes to use a non-destructive x-ray fluorescence (XRF) device for paint sampling.

The Project will also require the removal of PTS along the Project alignment. Historically, lead and chromium have been used in yellow PTS at high enough concentrations to necessitate special management during removal and disposal as hazardous waste. Yellow PTS is present on SR-34, 5th Street, and Rice Avenue (south of SR-34) within the Project area.

Group Delta proposes to test the yellow striping that will potentially be disturbed by the Project for chromium and lead content. The analytical results will indicate the appropriate handling and disposal requirements for the striping waste materials removal. We assume that we will perform testing at two locations for each of the three roadways identified above. Group Delta will collect up to six striping samples for the Project.

Reporting

We will prepare a Hazardous Materials Survey report summarizing the findings of the ACM and LBP investigation. We will also prepare a Striping Investigation report summarizing the findings of the PTS investigation. The reports will be submitted to Caltrans for review and approval.

MILESTONE 2 – ENVIRONMENTAL REVALIDATION

WKE will provide design modifications to mitigate farmland and maintain the impacts within the footprint of the approved environmental document which eliminates the need to recirculate the environmental document for public review. GPA will provide the following services:

Task 1: Re-validation Form for SCE Transmission Line

GPA understands that a NEPA/CEQA re-validation is needed for the relocation of a 66-kV transmission line owned by SCE and will support SCE's compliance with CPUC General Order 131-D. Based on the 65 percent design, GPA understands that the transmission line will be relocated within the project area evaluated in the EIR/EA. It will also be located within the horizontal APE for cultural resources and outside of two known archaeological sites evaluated in the EIR/EA and during National Historic Preservation Act (NHPA) Section 106 consultation. However, there is the potential that some of the poles may extend deeper than the vertical APE evaluated in the EIR/EA.

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form as described in the original SOW and Fee. GPA anticipates that Caltrans will require a technical specialist to review each of the technical studies completed for this project and draft a memorandum verifying the adequacy of each study as part of the re-validation. Caltrans will also require revised records searches, including searches related to biological and cultural resources, as part of the re-validation process. Finally, GPA assumes that Caltrans will determine that, with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

GPA will prepare a CEQA Addendum to be included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project. GPA will provide the signed Caltrans Re-Validation Form to SCE for use in obtaining authorization under CPUC General Order 131-D. SCE will prepare all materials related to CPUC General Order 131-D.

Deliverables: One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 2: Re-Validation Form for 95 Percent Project Design

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form needed to address project revisions between the PA/ED and 95 percent design which include: 1) relocation and/or extension of project features (e.g., utilities, street lighting, etc.) outside of the approved Area of Potential Effects (APE); 2) increases in the depths of over excavation in several areas; 3) an increase in the amount of ROW take and temporary construction easements (TCEs) – both on parcels previously identified in the EIR/EA and parcels not previously identified in the EIR/EA; and 4) an increase in the amount of farmland converted to non-farmland uses.

According to the Caltrans Standard Environmental Reference (Caltrans SER), a subsequent or supplemental EIR is not required, unless "substantial changes" in the project or its circumstances will require major revisions to the EIR. At this point in time it is uncertain if the additional farmland impacts would be considered "substantially more severe." Caltrans indicated (via email on April 17, 2019) that the project design team (PDT) must come to an agreement on this issue. In addition, Ventura County (County) staff will be consulted because the County's thresholds for farmland were used in evaluating farmland impacts in the EIR.

Given this uncertainty, GPA assumes that a stand-alone CEQA Addendum will be the appropriate level of documentation required to support the CEQA re-validation and that a Subsequent EIR

would not be required. GPA anticipates that Caltrans will require several updated technical studies as part of the re-validation. These are described under Tasks 3 through 6, below. For the remaining studies, a technical specialist will review each study and draft a memorandum verifying the adequacy of each study as part of the re-validation. GPA assumes that with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

Deliverables: Three versions (Administrative Draft, Draft, and Final) of the CEQA Addendum. One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 3: Supplemental Cultural Resource Studies

GPA understands that the technical studies prepared in compliance with NHPA Section 106 during PA/ED will need to be updated to address project design changes, including expansion of the APE. The updated cultural resource studies and reports will follow the requirements set forth in the Caltrans SER.

In addition, GPA understands based on the 65 percent design that the project may require excavation to a depth greater than 2.5 feet within the ESA area located north of State Route 34 and east of Rice Avenue. Caltrans has indicated (via email communication on April 17, 2019) that, as long as an archaeologist and Native American monitors are present for all ground disturbing activities within the ESA, this change would not result in the need to recirculate the EIR/EA or re-initiate NHPA Section 106 consultation.

Supplemental APE Map

As a sub-consultant to GPA, Duke Cultural Resources Management (DUKE CRM) will prepare a supplemental APE that depicts the new work areas and includes all revisions to the project based on the 95 percent design.

Deliverables: Four electronic versions (Draft for GPA review, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental APE Map.

Supplemental Archaeological Survey Report

Following approval of the supplemental APE, DUKE CRM will conduct an updated records search and field survey of the supplemental APE. Following completion of the field survey, DUKE CRM will prepare a Supplemental ASR that describes the changes to the project and includes a summary of impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ASR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ASR.

Supplemental Historical Property Survey Report

DUKE CRM will prepare a Supplemental HPSR that describes changes to the project between the PAED and 95 percent design, and summarizes impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental HPSR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental HPSR.

Native American Consultation

Duke CRM will contact the Native American Heritage Commission (NAHC) for an updated Sacred Lands File search and contact information for Tribes. DUKE CRM will coordinate with Caltrans and the City to update Tribes regarding the project revisions and expanded project area and provide them with supplemental reports as needed.

Deliverables: Provide prior consulting Tribes with proposed project revisions, expanded project area, and supplemental reports. Tribes will be contacted by letter sent by United States (US) Certified Mail and up to two follow-up calls/emails will be made to solicit a response from each Tribe.

Meetings and Coordination

Based on reviews of the draft 65 percent design package, DUKE CRM anticipates extensive coordination between WKE, SCE, Caltrans, and GPA in order to capture all design revisions. This task includes emails, phone calls, and conference calls that will be required to complete the supplemental Section 106 documentation; this task does not include any in-person meetings.

Task 4: Supplemental Initial Site Assessment

GPA understands that a Supplemental ISA is required to address project design revisions and expansion of the project area between PA/ED and the 95 percent design. As a sub-consultant to GPA, Cornerstone Technologies, Inc. (Cornerstone), will prepare a Supplemental ISA that depicts the new project area and includes all revisions to the project based on 95 percent design. Cornerstone will complete a new Environmental Database Radius (EDR) report for the updated project area and will assess the additional project areas and ROWs identified in the EDR report. The Supplemental ISA report will follow the requirements set forth in the Caltrans SER and in accordance with all standards and practices set forth in 40 Code of Federal Regulations (CFR) 312 and American Society for Testing and Materials (ASTM) 1527-13.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ISA. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ISA.

Task 5: Supplemental Community Impact Assessment Memo

During PA/ED a CIA was completed for the project to address impacts to land use (including farmlands), public services, and economic/social issues. The CIA evaluated compliance with Title VI of the Civil Rights Act and American Disabilities Act. It also evaluated businesses affected by the project, social impacts, changes in neighborhoods or community cohesion, and community resources (schools, churches, parks and emergency services).

GPA assumes that a Supplemental CIA memo will be required during the re-validation process to address changes in the amount of temporary and permanent real property acquisition required. GPA will prepare a brief (approximately four page) memo that will be attached to the original CIA.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental CIA Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental CIA Memo.

Task 6: Agricultural Resources

Supplemental Farmland Impacts, AD 1006 Form

The Department of Conservation (DOC) established the Farmland Mapping and Monitoring Program (FMMP) in 1982. The goal of the FMMP is to provide consistent and impartial data to decision makers for use in assessing the present status and planning for the future of California's agricultural land resources. One of the primary responsibilities of the FMMP is to produce Important Farmland Maps and statistical data for California's agricultural resources. Important Farmland Maps identify the location and quality of agricultural land across the state.

An AD 1006 Form was completed during PAED because the project would result in the conversion of farmlands to other uses. Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a Supplemental AD 1006 Form to calculate the new Total Site Assessment value of the farmland, which will be used to support the NEPA Re-validation.

Supplemental Analysis of Farmland per County of Ventura CEQA Thresholds

The EIR for the project evaluated impacts to farmland in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The EIR determined that the project would result in a significant and unavoidable impact to farmland due to the conversion of 7.63 acres of Prime Farmland and 17.89 acres of Farmland of Statewide Importance to non-agricultural uses.

Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a supplemental analysis of farmlands in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The results of this supplemental analysis will be summarized in a brief (approximately four page) memo.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the AD 1006 Form and Supplemental Farmlands Impact Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the AD 1006 Form and Supplemental Farmlands Impact Memo.

Task 7: Project Management & Meetings

Throughout the environmental process, GPA will maintain a clear line of communication with the project team and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA project manager will attend monthly PDT meetings via teleconference (2 hours each); monthly project coordination meetings with WKE, Caltrans, County/City, and SCE (2 hours each); and four in-person meetings (6 hours each). If additional in-person meetings or teleconference are required, an additional SOW and fee will be provided to support this effort.

Task 8: Quality Assurance/Quality Control

In order to maintain efficient and high-quality environmental documentation, GPA will perform thorough and accurate technical reviews of all deliverables prior to submittal to the City and/or Caltrans. Staff understanding and proficiency of NEPA/CEQA requirements, as well as familiarity with the Caltrans Annotated Outlines, will ensure minimal comments are received on all documents submitted.

Deliverables: Document Reviews

Assumptions

This scope has been prepared based on the following assumptions:

General

- Additional budget will be warranted if changes to the project are made after work is initiated.
- GPA will not be responsible for obtaining any permits required for the project.
- GPA will not be required to attend public outreach meetings.

Task 1: Re-validation Form for SCE Transmission Line

- SCE will provide a project description and design plans for the 66-kV transmission line relocation prior to initiating the re-validation forms and supplemental technical studies. The project description will include sufficient detail to prepare the Re-validation Form and supplemental technical studies.
- The SCE transmission line relocation project will be within the current EIR/EA project area; within the horizontal APE for cultural resources; and outside the Environmentally Sensitive Areas (ESAs) identified in the ESA Action Plan prepared by DUKE CRM.
- No major revisions to the project will be made which would require major revisions to existing technical studies or the environmental document, or which would require public circulation of any environmental documentation. No supplemental technical studies will be prepared to support the SCE transmission line revalidation, except for the Supplemental ISA.
- A CEQA Addendum will be prepared and included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project, and that a stand-alone CEQA Addendum would not be required for attachment to the NEPA/CEQA Re-validation Form.
- Additional public review of the CEQA/NEPA document would not be required pursuant to 23 CFR 771.111(h)(3).
- SCE will prepare all materials related to CPUC General Order 131-D.

Task 2: Re-Validation Form for 95 Percent Project Design

- A stand-alone CEQA/NEPA Addendum will be the appropriate level of environmental documentation required to support the Re-validation. If Caltrans determines that a Subsequent EIR and/or Supplemental EA are required, GPA will provide additional SOW and fee to complete this task.
- A project description and 95 percent design plans will be provided that include sufficient detail to prepare the Re-validation Form, CEQA Addendum, and Supplemental Technical Studies/Memos.

Task 3: Supplemental Cultural Resource Studies

- Organized and labelled GIS layers will be provided by the Engineer to support development of the APE. If subsequent changes to project design features are made or the information is not labeled and organized additional budget will be warranted.
- No additional sites will be discovered, no additional recordation will be necessary, and no investigative surveys will be required. If sites are discovered additional budget will be necessary for recordation and additional tasks.
- If more than the prior consulting Tribes is required, additional budget will be necessary.
- A Supplemental ESA Action Plan will not be required as part of this SOW.
- Consultation with SHPO will not be required.
- If any of the conditions or costs listed above are exceeded a contract amendment will be necessary. If Caltrans requires additional efforts or additional research not conducted in the approved documents a contract amendment will be necessary.
- Archaeological and/or Native American monitoring is not included as part of this SOW. If during the re-validation process additional monitoring of the ESA is required beyond what is included in the original contract SOW and fee then a contact modification would be required. The current contract includes 72 hours for one archaeological monitor to conduct weekly monitoring and 32 hours total for one archaeological monitor and one Native American Monitor to install/disassemble the ESA fencing.

Task 4: Supplemental Initial Site Assessment

- A Site Investigation (SI) is not included in the SOW. If an SI is needed, an additional SOW and budget will be provided to support this effort.

Task 5: Supplemental Community Impact Assessment Memo and Task 6: Agricultural Resources

- Updated estimates of areas of permanent ROW acquisition and temporary impacts from TCEs by parcel will be provided to GPA for use in completing the supplemental CIA memo and supplemental agricultural resources/farmland analysis.

Task 7: Project Management & Meetings

- If the project schedule exceeds the anticipated 12-month project duration, GPA will request additional fee for project management activities (monthly progress reports, schedule updates, and project communication/coordination).

MILESTONE 3 – SHELL OIL WELLS AND PIPELINES ABANDONMENT

Padre will assist the City of Oxnard and WKE with the proper abandonment of two oil wells located within the area of Rice Avenue and 5th Street in Oxnard as a portion of the planned Rice Avenue / UPRR Grade Separation project. The abandoned oil wells are owned by Shell and it is our understanding that the re-abandonment responsibilities are retained by Shell. There are some pipelines associated with the abandoned wells in the area of the project that are located within an easement that in approximately 1956 were constructed by Standard Oil. The pipelines reportedly include a 4-inch gas line, 4-inch oil line, and two (6-inch and 4-inch) waste water lines.

Padre will assist the City of Oxnard in looking for the appropriate contact at Shell to discuss the removal of these lines in preparation of the planned road improvement project.

EXHIBIT C-1

SUMMARY

[illegible]

SUMMARY BY FIRM

TASK	DESCRIPTION	WKE	GPA	Group Delta	Padre	TOTAL HOURS	COST
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS							
1.1	Hazardous Waste Suppliers/ODCs	0	\$0	\$0	\$0	1095	\$113,917
							\$272,641
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS	0	\$0	\$0	\$0	0	\$386,558.37
MILESTONE 2 - ENVIRONMENTAL REVALIDATION							
2.1	Re-validation Form and Technical Memos for SCE Transmission Line	12	\$3,187	263	\$27,027	0	\$0
2.2	Re-validation Form for 95 Percent Project Design	12	\$3,187	96	\$8,809	0	\$0
2.3	Supplemental Cultural Resource Studies	4	\$1,007	0	\$0	0	\$0
2.4	Supplemental Initial Site Assessment	4	\$1,007	0	\$0	0	\$0
2.5	Supplemental Community Impact Assessment Memo	4	\$1,007	32	\$2,995	0	\$0
2.6	Agricultural Resources	4	\$1,007	32	\$2,995	0	\$0
2.7	Project Management and Meetings	16	\$4,361	120	\$15,945	0	\$0
2.8	Quality Assurance/Quality Control	8	\$2,097	20	\$2,732	0	\$0
	ODCs				\$21,167		\$21,167
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION	64	\$16,860	563	\$81,671	0	\$0
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT							
3.1	Shell Oil Wells and Pipelines Abandonment	0	\$0	0	\$0	0	\$0
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT	0	\$0	\$0	\$0	0	\$0
	SUBTOTAL ALL MILESTONES	64	\$16,860	563	\$81,671	0	\$386,558
							\$490,074.77

[illegible]

TASK	DESCRIPTION	FIRM	Principal Environmental Planner	Senior Environmental Planner	Environmental Planner	Senior Associate Biologist	Senior Biologist	Associate Biologist	Associate Biologist	Senior GIS Analyst	TOTAL HOURS	Cost	
	Project Billing Rate (Burdened) for 1/1/18 to 12/13/19	Project Average	\$255.73	\$138.60	\$132.88	\$79.82	\$74.50	\$164.99	\$126.68	\$96.87	\$83.82	\$117.97	
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS													
1.2	Hazardous Materials											0	\$0.00
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION													
2.1	Re-validation Form and Technical Memos for SCE Transmission Line			25	62	128			24	24		263	\$27,026.69
2.2	Re-validation Form for 95 Percent Project Design				12	64			12	8		96	\$8,809.27
2.3	Supplemental Cultural Resource Studies											0	\$0.00
2.4	Supplemental Initial Site Assessment											0	\$0.00
2.5	Supplemental Community Impact Assessment Memo				4	22				6		32	\$2,995.41
2.6	Agricultural Resources				4	22				6		32	\$2,995.41
2.7	Project Management and Meetings				120							120	\$15,945.46
2.8	Quality Assurance/Quality Control			20								20	\$2,731.97
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		0	45	202	236	0	0	0	36	44	563	\$60,504.20
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT													
3.1	Shell Oil Wells and Pipelines Abandonment											0	\$0.00
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		0	0	0	0	0	0	0	0	0	0	\$0.00
	SUBTOTAL ALL MILESTONES		0	45	202	236	0	0	0	36	44	563	\$60,504.20
	SUBTOTAL Other Direct Cost												\$636.91
	SUBTOTAL Subconsultants												\$20,530.00
	TOTAL		0	45	202	236	0	0	0	36	44	563	\$81,671.11

[illegible]

PADRE

TASK	DESCRIPTION	FIRM	Principal Professional	Senior Professional	Project Professional	Drafting	Word Processing	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL HOURS	Cost
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19 Project Average													
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS													
1.1	Hazardous Waste											0	\$0.00
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION													
2.1	Re-validation Form and Technical Memos for SCE Transmission Line											0	\$0.00
2.2	Re-validation Form for 95 Percent Project Design											0	\$0.00
2.3	Supplemental Cultural Resource Studies											0	\$0.00
2.4	Supplemental Initial Site Assessment											0	\$0.00
2.5	Supplemental Community Impact Assessment Memo											0	\$0.00
2.6	Agricultural Resources											0	\$0.00
2.7	Project Management and Meetings											0	\$0.00
2.8	Quality Assurance/Quality Control											0	\$0.00
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT													
3.1	Shell Oil Wells and Pipelines Abandonment		8	14	15	6	9					52	\$4,984.86
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		8	14	15	6	9	0	0	0	0	52	\$4,984.86
	SUBTOTAL ALL MILESTONES		8	14	15	6	9	0	0	0	0	52	\$4,984.86
	SUBTOTAL Other Direct Cost												\$0.00
	SUBTOTAL Subconsultants												\$0.00
	TOTAL		8	14	15	6	9	0	0	0	0	52	\$4,984.86

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 4th day of June, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and WKE, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, **Exhibit A** is amended to include **Exhibit A-1**; attached hereto and incorporated herein.
2. In Section 14(a) of the Agreement, the figure “\$5,362,125.51” is deleted and hereby amended to “\$5,852,200.28.”
3. In Section 14(b) of the Agreement, **Exhibit C** is amended to include **Exhibit C-1**; attached hereto and incorporated herein..
4. As so amended, the Agreement remains in full force and effect.

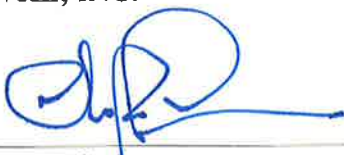
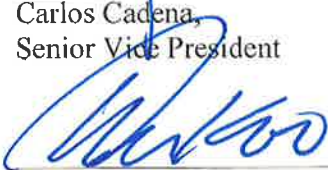
[Signatures on next page]

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

CITY OF OXNARD

WKE, INC.


☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

 _____ 5/9/19
 Carlos Cadena, Senior Vice President Date
 _____ 5/9/19
 Wei Koo, President Date

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 _____ 5/8/19
 Stephen M. Fischer, City Attorney (always required) Date

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

EXHIBIT A-1

SCOPE OF SERVICES
AMENDMENT 1
Contract No. A-8094

MILESTONE 1 – HAZARDOUS WASTE/MATERIALS INVESTIGATIONS

Properties located south of 5th Avenue/Route 34 (and the Union Pacific Rail Road Tracks) may not be accessible until a later date due to ongoing negotiations with various property owners. As such, at the recommendation of WKE, the investigation will be conducted in at least three phases due to potential delayed access to properties:

Phase 1: North of the Union Pacific Rail Road (UPRR) Tracks/Route 34

Phase 2: East of Rice Avenue and south of the UPRR Tracks/Route 34

Phase 3: West of Rice Avenue and south of the UPRR Tracks/5th Street

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Site Investigation Work Plan including a Health and Safety Plan (HASP) for the project. The work plan will address procedures of sampling and laboratory analysis. The plan will also include guidelines for the use of personal protective equipment and safe sampling procedures. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work. The estimated fee is based upon the January 2019 Work Plan currently undergoing Caltrans review.
- Group Delta will prepare up to 5 reduced work plans to facilitate acquisition of specific parcels.
- Group Delta will acquire boring permits from the City of Oxnard and the County of Ventura.
- Group Delta will acquire an Encroachment Permit from Caltrans for borings on the shoulder of SR-34 and an Encroachment Permit from the City of Oxnard for borings associated with Bent 3. This includes development of site-specific traffic control plans.
- Group Delta will mark exploration locations at the site and notify Underground Service Alert (USA) to identify public utilities in the area. Locations will be surveyed in accordance with Caltrans requirements.
- Group Delta will also perform a geophysical to identify potential subsurface utilities or obstructions at each boring location.
- Group Delta will coordinate with the appropriate boring permit and encroachment permit inspectors, as necessary. We assume that limited signage is required at two locations along the shoulder of SR-34 and full traffic control is needed for the two borings at Bent 3.

Field Activities

Laboratory analysis will be performed on selected samples collected during the field program to generally characterize the soil and groundwater within the regions depicted on Figure 1. Samples will be collected using a hand auger and direct-push drill rig. The sampling and analyses program will be as follows:

1. Shallow soil borings will be advanced to approximately 5 feet below ground surface (bgs) with samples collected at near surface (0-6 inches), 1 ft, 3 ft, and 5 ft bgs.
2. Deeper soil borings will be advanced to approximately 18-20 ft bgs with samples collected at near surface, 1 ft, 3 ft, 5 ft and 10 ft bgs as well as at the approximate soil/groundwater interface up to 20 ft bgs.
3. Ten borings placed at the locations of the abutments/bents will be advanced to depths of up to 46 ft bgs.
4. Groundwater samples will be collected from selected boring locations specified in the work plan.
5. Extensive NPDES groundwater sampling will be conducted at 5 locations.
6. All samples will be screened using analyzers specified by Caltrans including a photoionization detector (PID), methane meter, and a hydrogen sulfide meter.
7. Detailed boring logs will be created for each boring.

Laboratory Analysis

Soil and groundwater samples will undergo some or all of the following analyses in accordance with Caltrans requirements as outlined in the January 2019 Work Plan:

- Total Petroleum Hydrocarbons (TPH) in the gasoline range (TPH-g): EPA Test Method 8015
- TPH in diesel and oil ranges (TPH-d/mo): EPA Test Method 8015
- Metals: EPA Test Method 6010B/7471
- Organochlorine Pesticides (OCPs): EPA Method 8081A or 8081B
- Volatile Organic Compounds (VOCs): EPA Method 6010B
- Semi-Volatile Organic Compounds (SVOCs): EPA Method 8270C
- pH: EPA Method 9045C
- Nitrate: EPA Method 300.0
- Asbestos: CARB 435

Select additional samples collected near transformers or other areas of concern will be analyzed for polychlorinated biphenyls (PCBs) by EPA Method 8082, and/or or other constituents, as necessary.

In addition, samples collected from 5 locations will undergo the extensive suite of analytical testing required by the Los Angeles Regional Water Quality Control Board (LARWQCB) for obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for construction dewatering discharges.

Reporting

After the data has been gathered, it will be evaluated for technical accuracy and uncertainty (data validation). Group Delta will perform a statistical analysis of the lead analytical results from samples along public ROW using the 95% upper confidence limit (UCL) on the mean by using the EPA's Pro-UCL computer program.

The soil will be classified in accordance with the Caltrans soil classification system based upon the results of the analysis. The report will make recommendations for safe handling of fill and native soils as well as groundwater that may be encountered during the project. The report will include a site plans showing laboratory data, field bore logs, and tabulated analytical data.

Scope of Work for Hazardous Materials Surveys

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Hazardous Materials Investigation Work Plan. The work plan will address procedures of sampling and laboratory analysis. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work.
- Group Delta will manage the preparation of site-specific traffic control plans to facilitate encroachment permitting.
- Group Delta will acquire Encroachment Permits from the City of Oxnard, Ventura County, and Caltrans for sampling yellow striping in public ROW.
- Group Delta will coordinate with the appropriate encroachment permit inspectors, as necessary.

Field Activities

The proposed improvements may impact above-ground structures on three properties. It is possible that these structures may contain ACM and LBP. Each location will require an investigation for hazardous materials. The locations include:

- Parcel No. 2180011475 – Hailwood, Inc.
- Parcel No. 2180011435 – United Water
- Parcel No. 2170020125 – E & H Land Company, LLC

Group Delta proposes to utilize our California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct a site reconnaissance to identify the locations of potential ACMs and our California Department of Public Health (CDPH) certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential LBP and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis. Group Delta proposes to use a non-destructive x-ray fluorescence (XRF) device for paint sampling.

The Project will also require the removal of PTS along the Project alignment. Historically, lead and chromium have been used in yellow PTS at high enough concentrations to necessitate special management during removal and disposal as hazardous waste. Yellow PTS is present on SR-34, 5th Street, and Rice Avenue (south of SR-34) within the Project area.

Group Delta proposes to test the yellow striping that will potentially be disturbed by the Project for chromium and lead content. The analytical results will indicate the appropriate handling and disposal requirements for the striping waste materials removal. We assume that we will perform testing at two locations for each of the three roadways identified above. Group Delta will collect up to six striping samples for the Project.

Reporting

We will prepare a Hazardous Materials Survey report summarizing the findings of the ACM and LBP investigation. We will also prepare a Striping Investigation report summarizing the findings of the PTS investigation. The reports will be submitted to Caltrans for review and approval.

MILESTONE 2 – ENVIRONMENTAL REVALIDATION

WKE will provide design modifications to mitigate farmland and maintain the impacts within the footprint of the approved environmental document which eliminates the need to recirculate the environmental document for public review. GPA will provide the following services:

Task 1: Re-validation Form for SCE Transmission Line

GPA understands that a NEPA/CEQA re-validation is needed for the relocation of a 66-kV transmission line owned by SCE and will support SCE's compliance with CPUC General Order 131-D. Based on the 65 percent design, GPA understands that the transmission line will be relocated within the project area evaluated in the EIR/EA. It will also be located within the horizontal APE for cultural resources and outside of two known archaeological sites evaluated in the EIR/EA and during National Historic Preservation Act (NHPA) Section 106 consultation. However, there is the potential that some of the poles may extend deeper than the vertical APE evaluated in the EIR/EA.

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form as described in the original SOW and Fee. GPA anticipates that Caltrans will require a technical specialist to review each of the technical studies completed for this project and draft a memorandum verifying the adequacy of each study as part of the re-validation. Caltrans will also require revised records searches, including searches related to biological and cultural resources, as part of the re-validation process. Finally, GPA assumes that Caltrans will determine that, with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

GPA will prepare a CEQA Addendum to be included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project. GPA will provide the signed Caltrans Re-Validation Form to SCE for use in obtaining authorization under CPUC General Order 131-D. SCE will prepare all materials related to CPUC General Order 131-D.

Deliverables: One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 2: Re-Validation Form for 95 Percent Project Design

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form needed to address project revisions between the PA/ED and 95 percent design which include: 1) relocation and/or extension of project features (e.g., utilities, street lighting, etc.) outside of the approved Area of Potential Effects (APE); 2) increases in the depths of over excavation in several areas; 3) an increase in the amount of ROW take and temporary construction easements (TCEs) – both on parcels previously identified in the EIR/EA and parcels not previously identified in the EIR/EA; and 4) an increase in the amount of farmland converted to non-farmland uses.

According to the Caltrans Standard Environmental Reference (Caltrans SER), a subsequent or supplemental EIR is not required, unless "substantial changes" in the project or its circumstances will require major revisions to the EIR. At this point in time it is uncertain if the additional farmland impacts would be considered "substantially more severe." Caltrans indicated (via email on April 17, 2019) that the project design team (PDT) must come to an agreement on this issue. In addition, Ventura County (County) staff will be consulted because the County's thresholds for farmland were used in evaluating farmland impacts in the EIR.

Given this uncertainty, GPA assumes that a stand-alone CEQA Addendum will be the appropriate level of documentation required to support the CEQA re-validation and that a Subsequent EIR

would not be required. GPA anticipates that Caltrans will require several updated technical studies as part of the re-validation. These are described under Tasks 3 through 6, below. For the remaining studies, a technical specialist will review each study and draft a memorandum verifying the adequacy of each study as part of the re-validation. GPA assumes that with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

Deliverables: Three versions (Administrative Draft, Draft, and Final) of the CEQA Addendum. One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 3: Supplemental Cultural Resource Studies

GPA understands that the technical studies prepared in compliance with NHPA Section 106 during PA/ED will need to be updated to address project design changes, including expansion of the APE. The updated cultural resource studies and reports will follow the requirements set forth in the Caltrans SER.

In addition, GPA understands based on the 65 percent design that the project may require excavation to a depth greater than 2.5 feet within the ESA area located north of State Route 34 and east of Rice Avenue. Caltrans has indicated (via email communication on April 17, 2019) that, as long as an archaeologist and Native American monitors are present for all ground disturbing activities within the ESA, this change would not result in the need to recirculate the EIR/EA or re-initiate NHPA Section 106 consultation.

Supplemental APE Map

As a sub-consultant to GPA, Duke Cultural Resources Management (DUKE CRM) will prepare a supplemental APE that depicts the new work areas and includes all revisions to the project based on the 95 percent design.

Deliverables: Four electronic versions (Draft for GPA review, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental APE Map.

Supplemental Archaeological Survey Report

Following approval of the supplemental APE, DUKE CRM will conduct an updated records search and field survey of the supplemental APE. Following completion of the field survey, DUKE CRM will prepare a Supplemental ASR that describes the changes to the project and includes a summary of impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ASR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ASR.

Supplemental Historical Property Survey Report

DUKE CRM will prepare a Supplemental HPSR that describes changes to the project between the PAED and 95 percent design, and summarizes impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental HPSR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental HPSR.

Native American Consultation

Duke CRM will contact the Native American Heritage Commission (NAHC) for an updated Sacred Lands File search and contact information for Tribes. DUKE CRM will coordinate with Caltrans and the City to update Tribes regarding the project revisions and expanded project area and provide them with supplemental reports as needed.

Deliverables: Provide prior consulting Tribes with proposed project revisions, expanded project area, and supplemental reports. Tribes will be contacted by letter sent by United States (US) Certified Mail and up to two follow-up calls/emails will be made to solicit a response from each Tribe.

Meetings and Coordination

Based on reviews of the draft 65 percent design package, DUKE CRM anticipates extensive coordination between WKE, SCE, Caltrans, and GPA in order to capture all design revisions. This task includes emails, phone calls, and conference calls that will be required to complete the supplemental Section 106 documentation; this task does not include any in-person meetings.

Task 4: Supplemental Initial Site Assessment

GPA understands that a Supplemental ISA is required to address project design revisions and expansion of the project area between PA/ED and the 95 percent design. As a sub-consultant to GPA, Cornerstone Technologies, Inc. (Cornerstone), will prepare a Supplemental ISA that depicts the new project area and includes all revisions to the project based on 95 percent design. Cornerstone will complete a new Environmental Database Radius (EDR) report for the updated project area and will assess the additional project areas and ROWs identified in the EDR report. The Supplemental ISA report will follow the requirements set forth in the Caltrans SER and in accordance with all standards and practices set forth in 40 Code of Federal Regulations (CFR) 312 and American Society for Testing and Materials (ASTM) 1527-13.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ISA. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ISA.

Task 5: Supplemental Community Impact Assessment Memo

During PA/ED a CIA was completed for the project to address impacts to land use (including farmlands), public services, and economic/social issues. The CIA evaluated compliance with Title VI of the Civil Rights Act and American Disabilities Act. It also evaluated businesses affected by the project, social impacts, changes in neighborhoods or community cohesion, and community resources (schools, churches, parks and emergency services).

GPA assumes that a Supplemental CIA memo will be required during the re-validation process to address changes in the amount of temporary and permanent real property acquisition required. GPA will prepare a brief (approximately four page) memo that will be attached to the original CIA.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental CIA Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental CIA Memo.

Task 6: Agricultural Resources

Supplemental Farmland Impacts, AD 1006 Form

The Department of Conservation (DOC) established the Farmland Mapping and Monitoring Program (FMMP) in 1982. The goal of the FMMP is to provide consistent and impartial data to decision makers for use in assessing the present status and planning for the future of California's agricultural land resources. One of the primary responsibilities of the FMMP is to produce Important Farmland Maps and statistical data for California's agricultural resources. Important Farmland Maps identify the location and quality of agricultural land across the state.

An AD 1006 Form was completed during PAED because the project would result in the conversion of farmlands to other uses. Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a Supplemental AD 1006 Form to calculate the new Total Site Assessment value of the farmland, which will be used to support the NEPA Re-validation.

Supplemental Analysis of Farmland per County of Ventura CEQA Thresholds

The EIR for the project evaluated impacts to farmland in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The EIR determined that the project would result in a significant and unavoidable impact to farmland due to the conversion of 7.63 acres of Prime Farmland and 17.89 acres of Farmland of Statewide Importance to non-agricultural uses.

Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a supplemental analysis of farmlands in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The results of this supplemental analysis will be summarized in a brief (approximately four page) memo.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the AD 1006 Form and Supplemental Farmlands Impact Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the AD 1006 Form and Supplemental Farmlands Impact Memo.

Task 7: Project Management & Meetings

Throughout the environmental process, GPA will maintain a clear line of communication with the project team and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA project manager will attend monthly PDT meetings via teleconference (2 hours each); monthly project coordination meetings with WKE, Caltrans, County/City, and SCE (2 hours each); and four in-person meetings (6 hours each). If additional in-person meetings or teleconference are required, an additional SOW and fee will be provided to support this effort.

Task 8: Quality Assurance/Quality Control

In order to maintain efficient and high-quality environmental documentation, GPA will perform thorough and accurate technical reviews of all deliverables prior to submittal to the City and/or Caltrans. Staff understanding and proficiency of NEPA/CEQA requirements, as well as familiarity with the Caltrans Annotated Outlines, will ensure minimal comments are received on all documents submitted.

Deliverables: Document Reviews

Assumptions

This scope has been prepared based on the following assumptions:

General

- Additional budget will be warranted if changes to the project are made after work is initiated.
- GPA will not be responsible for obtaining any permits required for the project.
- GPA will not be required to attend public outreach meetings.

Task 1: Re-validation Form for SCE Transmission Line

- SCE will provide a project description and design plans for the 66-kV transmission line relocation prior to initiating the re-validation forms and supplemental technical studies. The project description will include sufficient detail to prepare the Re-validation Form and supplemental technical studies.
- The SCE transmission line relocation project will be within the current EIR/EA project area; within the horizontal APE for cultural resources; and outside the Environmentally Sensitive Areas (ESAs) identified in the ESA Action Plan prepared by DUKE CRM.
- No major revisions to the project will be made which would require major revisions to existing technical studies or the environmental document, or which would require public circulation of any environmental documentation. No supplemental technical studies will be prepared to support the SCE transmission line revalidation, except for the Supplemental ISA.
- A CEQA Addendum will be prepared and included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project, and that a stand-alone CEQA Addendum would not be required for attachment to the NEPA/CEQA Re-validation Form.
- Additional public review of the CEQA/NEPA document would not be required pursuant to 23 CFR 771.111(h)(3).
- SCE will prepare all materials related to CPUC General Order 131-D.

Task 2: Re-Validation Form for 95 Percent Project Design

- A stand-alone CEQA/NEPA Addendum will be the appropriate level of environmental documentation required to support the Re-validation. If Caltrans determines that a Subsequent EIR and/or Supplemental EA are required, GPA will provide additional SOW and fee to complete this task.
- A project description and 95 percent design plans will be provided that include sufficient detail to prepare the Re-validation Form, CEQA Addendum, and Supplemental Technical Studies/Memos.

Task 3: Supplemental Cultural Resource Studies

- Organized and labelled GIS layers will be provided by the Engineer to support development of the APE. If subsequent changes to project design features are made or the information is not labeled and organized additional budget will be warranted.
- No additional sites will be discovered, no additional recordation will be necessary, and no investigative surveys will be required. If sites are discovered additional budget will be necessary for recordation and additional tasks.
- If more than the prior consulting Tribes is required, additional budget will be necessary.
- A Supplemental ESA Action Plan will not be required as part of this SOW.
- Consultation with SHPO will not be required.
- If any of the conditions or costs listed above are exceeded a contract amendment will be necessary. If Caltrans requires additional efforts or additional research not conducted in the approved documents a contract amendment will be necessary.
- Archaeological and/or Native American monitoring is not included as part of this SOW. If during the re-validation process additional monitoring of the ESA is required beyond what is included in the original contract SOW and fee then a contact modification would be required. The current contract includes 72 hours for one archaeological monitor to conduct weekly monitoring and 32 hours total for one archaeological monitor and one Native American Monitor to install/disassemble the ESA fencing.

Task 4: Supplemental Initial Site Assessment

- A Site Investigation (SI) is not included in the SOW. If an SI is needed, an additional SOW and budget will be provided to support this effort.

Task 5: Supplemental Community Impact Assessment Memo and Task 6: Agricultural Resources

- Updated estimates of areas of permanent ROW acquisition and temporary impacts from TCEs by parcel will be provided to GPA for use in completing the supplemental CIA memo and supplemental agricultural resources/farmland analysis.

Task 7: Project Management & Meetings

- If the project schedule exceeds the anticipated 12-month project duration, GPA will request additional fee for project management activities (monthly progress reports, schedule updates, and project communication/coordination).

MILESTONE 3 – SHELL OIL WELLS AND PIPELINES ABANDONMENT

Padre will assist the City of Oxnard and WKE with the proper abandonment of two oil wells located within the area of Rice Avenue and 5th Street in Oxnard as a portion of the planned Rice Avenue / UPRR Grade Separation project. The abandoned oil wells are owned by Shell and it is our understanding that the re-abandonment responsibilities are retained by Shell. There are some pipelines associated with the abandoned wells in the area of the project that are located within an easement that in approximately 1956 were constructed by Standard Oil. The pipelines reportedly include a 4-inch gas line, 4-inch oil line, and two (6-inch and 4-inch) waste water lines.

Padre will assist the City of Oxnard in looking for the appropriate contact at Shell to discuss the removal of these lines in preparation of the planned road improvement project.

EXHIBIT C-1

SUMMARY

[illegible]

SUMMARY BY FIRM

TASK	DESCRIPTION	WKE	GPA	Group Delta	Padre	TOTAL HOURS	COST
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS							
1.1	Hazardous Waste	0	\$0	\$0	\$0	1095	\$113,917
	Suppliers/ODCs						\$272,641
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS	0	\$0	\$0	\$0	0	\$386,558.37
MILESTONE 2 - ENVIRONMENTAL REVALIDATION							
2.1	Re-validation Form and Technical Memos for SCE Transmission Line	12	\$3,187	263	\$27,027	0	\$0
2.2	Re-validation Form for 95 Percent Project Design	12	\$3,187	96	\$8,809	0	\$0
2.3	Supplemental Cultural Resource Studies	4	\$1,007	0	\$0	0	\$0
2.4	Supplemental Initial Site Assessment	4	\$1,007	0	\$0	0	\$0
2.5	Supplemental Community Impact Assessment Memo	4	\$1,007	32	\$2,995	0	\$0
2.6	Agricultural Resources	4	\$1,007	32	\$2,995	0	\$0
2.7	Project Management and Meetings	16	\$4,361	120	\$15,945	0	\$0
2.8	Quality Assurance/Quality Control	8	\$2,097	20	\$2,732	0	\$0
	ODCs				\$21,167		\$21,167
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION	64	\$16,860	563	\$81,671	0	\$0
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT							
3.1	Shell Oil Wells and Pipelines Abandonment	0	\$0	0	\$0	0	\$0
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT	0	\$0	\$0	\$0	0	\$0
	SUBTOTAL ALL MILESTONES	64	\$16,860	563	\$81,671	0	\$386,558
							\$490,074.77

[illegible]

TASK	DESCRIPTION	FIRM	Principal Environmental Planner	Senior Environmental Planner	Environmental Planner	Senior Associate Biologist	Senior Biologist	Associate Biologist	Associate Biologist	Senior GIS Analyst	TOTAL HOURS	Cost
	Project Billing Rate (Burdened) for 1/1/18 to 12/31/19	Project Average	\$255.73	\$138.60	\$132.88	\$79.82	\$74.50	\$164.99	\$126.68	\$83.82	\$117.97	
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS												
1.2	Hazardous Materials											\$0.00
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION												
2.1	Re-validation Form and Technical Memos for SCE Transmission Line			25	62	128			24	24	263	\$27,026.69
2.2	Re-validation Form for 95 Percent Project Design				12	64			12	8	96	\$8,809.27
2.3	Supplemental Cultural Resource Studies										0	\$0.00
2.4	Supplemental Initial Site Assessment										0	\$0.00
2.5	Supplemental Community Impact Assessment Memo			4	22					6	32	\$2,995.41
2.6	Agricultural Resources			4	22					6	32	\$2,995.41
2.7	Project Management and Meetings			120							120	\$15,945.46
2.8	Quality Assurance/Quality Control		20								20	\$2,731.97
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		0	45	202	236	0	0	36	44	563	\$60,504.20
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT												
3.1	Shell Oil Wells and Pipelines Abandonment										0	\$0.00
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		0	0	0	0	0	0	0	0	0	\$0.00
	SUBTOTAL ALL MILESTONES		0	45	202	236	0	0	36	44	563	\$60,504.20
	SUBTOTAL Other Direct Cost											\$636.91
	SUBTOTAL Subconsultants											\$20,530.00
	TOTAL		0	45	202	236	0	0	36	44	563	\$81,671.11

[illegible]

PADRE

TASK	DESCRIPTION	FIRM	Principal Professional	Senior Professional	Project Professional	Drafting	Word Processing	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL HOURS	Cost
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19 Project Average													
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS													
1.1	Hazardous Waste											0	\$0.00
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION													
2.1	Re-validation Form and Technical Memos for SCE Transmission Line											0	\$0.00
2.2	Re-validation Form for 95 Percent Project Design											0	\$0.00
2.3	Supplemental Cultural Resource Studies											0	\$0.00
2.4	Supplemental Initial Site Assessment											0	\$0.00
2.5	Supplemental Community Impact Assessment Memo											0	\$0.00
2.6	Agricultural Resources											0	\$0.00
2.7	Project Management and Meetings											0	\$0.00
2.8	Quality Assurance/Quality Control											0	\$0.00
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT													
3.1	Shell Oil Wells and Pipelines Abandonment		8	14	15	6	9					52	\$4,984.86
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		8	14	15	6	9	0	0	0	0	52	\$4,984.86
	SUBTOTAL ALL MILESTONES		8	14	15	6	9	0	0	0	0	52	\$4,984.86
	SUBTOTAL Other Direct Cost												\$0.00
	SUBTOTAL Subconsultants												\$0.00
	TOTAL		8	14	15	6	9	0	0	0	0	52	\$4,984.86

EXHIBIT A-1

SCOPE OF SERVICES
AMENDMENT 1
Contract No. A-8094

MILESTONE 1 – HAZARDOUS WASTE/MATERIALS INVESTIGATIONS

Properties located south of 5th Avenue/Route 34 (and the Union Pacific Rail Road Tracks) may not be accessible until a later date due to ongoing negotiations with various property owners. As such, at the recommendation of WKE, the investigation will be conducted in at least three phases due to potential delayed access to properties:

Phase 1: North of the Union Pacific Rail Road (UPRR) Tracks/Route 34

Phase 2: East of Rice Avenue and south of the UPRR Tracks/Route 34

Phase 3: West of Rice Avenue and south of the UPRR Tracks/5th Street

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Site Investigation Work Plan including a Health and Safety Plan (HASP) for the project. The work plan will address procedures of sampling and laboratory analysis. The plan will also include guidelines for the use of personal protective equipment and safe sampling procedures. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work. The estimated fee is based upon the January 2019 Work Plan currently undergoing Caltrans review.
- Group Delta will prepare up to 5 reduced work plans to facilitate acquisition of specific parcels.
- Group Delta will acquire boring permits from the City of Oxnard and the County of Ventura.
- Group Delta will acquire an Encroachment Permit from Caltrans for borings on the shoulder of SR-34 and an Encroachment Permit from the City of Oxnard for borings associated with Bent 3. This includes development of site-specific traffic control plans.
- Group Delta will mark exploration locations at the site and notify Underground Service Alert (USA) to identify public utilities in the area. Locations will be surveyed in accordance with Caltrans requirements.
- Group Delta will also perform a geophysical to identify potential subsurface utilities or obstructions at each boring location.
- Group Delta will coordinate with the appropriate boring permit and encroachment permit inspectors, as necessary. We assume that limited signage is required at two locations along the shoulder of SR-34 and full traffic control is needed for the two borings at Bent 3.

Field Activities

Laboratory analysis will be performed on selected samples collected during the field program to generally characterize the soil and groundwater within the regions depicted on Figure 1. Samples will be collected using a hand auger and direct-push drill rig. The sampling and analyses program will be as follows:

1. Shallow soil borings will be advanced to approximately 5 feet below ground surface (bgs) with samples collected at near surface (0-6 inches), 1 ft, 3 ft, and 5 ft bgs.
2. Deeper soil borings will be advanced to approximately 18-20 ft bgs with samples collected at near surface, 1 ft, 3 ft, 5 ft and 10 ft bgs as well as at the approximate soil/groundwater interface up to 20 ft bgs.
3. Ten borings placed at the locations of the abutments/bents will be advanced to depths of up to 46 ft bgs.
4. Groundwater samples will be collected from selected boring locations specified in the work plan.
5. Extensive NPDES groundwater sampling will be conducted at 5 locations.
6. All samples will be screened using analyzers specified by Caltrans including a photoionization detector (PID), methane meter, and a hydrogen sulfide meter.
7. Detailed boring logs will be created for each boring.

Laboratory Analysis

Soil and groundwater samples will undergo some or all of the following analyses in accordance with Caltrans requirements as outlined in the January 2019 Work Plan:

- Total Petroleum Hydrocarbons (TPH) in the gasoline range (TPH-g): EPA Test Method 8015
- TPH in diesel and oil ranges (TPH-d/mo): EPA Test Method 8015
- Metals: EPA Test Method 6010B/7471
- Organochlorine Pesticides (OCPs): EPA Method 8081A or 8081B
- Volatile Organic Compounds (VOCs): EPA Method 6010B
- Semi-Volatile Organic Compounds (SVOCs): EPA Method 8270C
- pH: EPA Method 9045C
- Nitrate: EPA Method 300.0
- Asbestos: CARB 435

Select additional samples collected near transformers or other areas of concern will be analyzed for polychlorinated biphenyls (PCBs) by EPA Method 8082, and/or or other constituents, as necessary.

In addition, samples collected from 5 locations will undergo the extensive suite of analytical testing required by the Los Angeles Regional Water Quality Control Board (LARWQCB) for obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for construction dewatering discharges.

Reporting

After the data has been gathered, it will be evaluated for technical accuracy and uncertainty (data validation). Group Delta will perform a statistical analysis of the lead analytical results from samples along public ROW using the 95% upper confidence limit (UCL) on the mean by using the EPA's Pro-UCL computer program.

The soil will be classified in accordance with the Caltrans soil classification system based upon the results of the analysis. The report will make recommendations for safe handling of fill and native soils as well as groundwater that may be encountered during the project. The report will include a site plans showing laboratory data, field bore logs, and tabulated analytical data.

Scope of Work for Hazardous Materials Surveys

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Hazardous Materials Investigation Work Plan. The work plan will address procedures of sampling and laboratory analysis. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work.
- Group Delta will manage the preparation of site-specific traffic control plans to facilitate encroachment permitting.
- Group Delta will acquire Encroachment Permits from the City of Oxnard, Ventura County, and Caltrans for sampling yellow striping in public ROW.
- Group Delta will coordinate with the appropriate encroachment permit inspectors, as necessary.

Field Activities

The proposed improvements may impact above-ground structures on three properties. It is possible that these structures may contain ACM and LBP. Each location will require an investigation for hazardous materials. The locations include:

- Parcel No. 2180011475 – Hailwood, Inc.
- Parcel No. 2180011435 – United Water
- Parcel No. 2170020125 – E & H Land Company, LLC

Group Delta proposes to utilize our California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct a site reconnaissance to identify the locations of potential ACMs and our California Department of Public Health (CDPH) certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential LBP and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis. Group Delta proposes to use a non-destructive x-ray fluorescence (XRF) device for paint sampling.

The Project will also require the removal of PTS along the Project alignment. Historically, lead and chromium have been used in yellow PTS at high enough concentrations to necessitate special management during removal and disposal as hazardous waste. Yellow PTS is present on SR-34, 5th Street, and Rice Avenue (south of SR-34) within the Project area.

Group Delta proposes to test the yellow striping that will potentially be disturbed by the Project for chromium and lead content. The analytical results will indicate the appropriate handling and disposal requirements for the striping waste materials removal. We assume that we will perform testing at two locations for each of the three roadways identified above. Group Delta will collect up to six striping samples for the Project.

Reporting

We will prepare a Hazardous Materials Survey report summarizing the findings of the ACM and LBP investigation. We will also prepare a Striping Investigation report summarizing the findings of the PTS investigation. The reports will be submitted to Caltrans for review and approval.

MILESTONE 2 – ENVIRONMENTAL REVALIDATION

WKE will provide design modifications to mitigate farmland and maintain the impacts within the footprint of the approved environmental document which eliminates the need to recirculate the environmental document for public review. GPA will provide the following services:

Task 1: Re-validation Form for SCE Transmission Line

GPA understands that a NEPA/CEQA re-validation is needed for the relocation of a 66-kV transmission line owned by SCE and will support SCE's compliance with CPUC General Order 131-D. Based on the 65 percent design, GPA understands that the transmission line will be relocated within the project area evaluated in the EIR/EA. It will also be located within the horizontal APE for cultural resources and outside of two known archaeological sites evaluated in the EIR/EA and during National Historic Preservation Act (NHPA) Section 106 consultation. However, there is the potential that some of the poles may extend deeper than the vertical APE evaluated in the EIR/EA.

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form as described in the original SOW and Fee. GPA anticipates that Caltrans will require a technical specialist to review each of the technical studies completed for this project and draft a memorandum verifying the adequacy of each study as part of the re-validation. Caltrans will also require revised records searches, including searches related to biological and cultural resources, as part of the re-validation process. Finally, GPA assumes that Caltrans will determine that, with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

GPA will prepare a CEQA Addendum to be included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project. GPA will provide the signed Caltrans Re-Validation Form to SCE for use in obtaining authorization under CPUC General Order 131-D. SCE will prepare all materials related to CPUC General Order 131-D.

Deliverables: One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 2: Re-Validation Form for 95 Percent Project Design

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form needed to address project revisions between the PA/ED and 95 percent design which include: 1) relocation and/or extension of project features (e.g., utilities, street lighting, etc.) outside of the approved Area of Potential Effects (APE); 2) increases in the depths of over excavation in several areas; 3) an increase in the amount of ROW take and temporary construction easements (TCEs) – both on parcels previously identified in the EIR/EA and parcels not previously identified in the EIR/EA; and 4) an increase in the amount of farmland converted to non-farmland uses.

According to the Caltrans Standard Environmental Reference (Caltrans SER), a subsequent or supplemental EIR is not required, unless “substantial changes” in the project or its circumstances will require major revisions to the EIR. At this point in time it is uncertain if the additional farmland impacts would be considered “substantially more severe.” Caltrans indicated (via email on April 17, 2019) that the project design team (PDT) must come to an agreement on this issue. In addition, Ventura County (County) staff will be consulted because the County's thresholds for farmland were used in evaluating farmland impacts in the EIR.

Given this uncertainty, GPA assumes that a stand-alone CEQA Addendum will be the appropriate level of documentation required to support the CEQA re-validation and that a Subsequent EIR

would not be required. GPA anticipates that Caltrans will require several updated technical studies as part of the re-validation. These are described under Tasks 3 through 6, below. For the remaining studies, a technical specialist will review each study and draft a memorandum verifying the adequacy of each study as part of the re-validation. GPA assumes that with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

Deliverables: Three versions (Administrative Draft, Draft, and Final) of the CEQA Addendum. One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 3: Supplemental Cultural Resource Studies

GPA understands that the technical studies prepared in compliance with NHPA Section 106 during PA/ED will need to be updated to address project design changes, including expansion of the APE. The updated cultural resource studies and reports will follow the requirements set forth in the Caltrans SER.

In addition, GPA understands based on the 65 percent design that the project may require excavation to a depth greater than 2.5 feet within the ESA area located north of State Route 34 and east of Rice Avenue. Caltrans has indicated (via email communication on April 17, 2019) that, as long as an archaeologist and Native American monitors are present for all ground disturbing activities within the ESA, this change would not result in the need to recirculate the EIR/EA or re-initiate NHPA Section 106 consultation.

Supplemental APE Map

As a sub-consultant to GPA, Duke Cultural Resources Management (DUKE CRM) will prepare a supplemental APE that depicts the new work areas and includes all revisions to the project based on the 95 percent design.

Deliverables: Four electronic versions (Draft for GPA review, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental APE Map.

Supplemental Archaeological Survey Report

Following approval of the supplemental APE, DUKE CRM will conduct an updated records search and field survey of the supplemental APE. Following completion of the field survey, DUKE CRM will prepare a Supplemental ASR that describes the changes to the project and includes a summary of impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ASR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ASR.

Supplemental Historical Property Survey Report

DUKE CRM will prepare a Supplemental HPSR that describes changes to the project between the PAED and 95 percent design, and summarizes impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental HPSR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental HPSR.

Native American Consultation

Duke CRM will contact the Native American Heritage Commission (NAHC) for an updated Sacred Lands File search and contact information for Tribes. DUKE CRM will coordinate with Caltrans and the City to update Tribes regarding the project revisions and expanded project area and provide them with supplemental reports as needed.

Deliverables: Provide prior consulting Tribes with proposed project revisions, expanded project area, and supplemental reports. Tribes will be contacted by letter sent by United States (US) Certified Mail and up to two follow-up calls/emails will be made to solicit a response from each Tribe.

Meetings and Coordination

Based on reviews of the draft 65 percent design package, DUKE CRM anticipates extensive coordination between WKE, SCE, Caltrans, and GPA in order to capture all design revisions. This task includes emails, phone calls, and conference calls that will be required to complete the supplemental Section 106 documentation; this task does not include any in-person meetings.

Task 4: Supplemental Initial Site Assessment

GPA understands that a Supplemental ISA is required to address project design revisions and expansion of the project area between PA/ED and the 95 percent design. As a sub-consultant to GPA, Cornerstone Technologies, Inc. (Cornerstone), will prepare a Supplemental ISA that depicts the new project area and includes all revisions to the project based on 95 percent design. Cornerstone will complete a new Environmental Database Radius (EDR) report for the updated project area and will assess the additional project areas and ROWs identified in the EDR report. The Supplemental ISA report will follow the requirements set forth in the Caltrans SER and in accordance with all standards and practices set forth in 40 Code of Federal Regulations (CFR) 312 and American Society for Testing and Materials (ASTM) 1527-13.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ISA. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ISA.

Task 5: Supplemental Community Impact Assessment Memo

During PA/ED a CIA was completed for the project to address impacts to land use (including farmlands), public services, and economic/social issues. The CIA evaluated compliance with Title VI of the Civil Rights Act and American Disabilities Act. It also evaluated businesses affected by the project, social impacts, changes in neighborhoods or community cohesion, and community resources (schools, churches, parks and emergency services).

GPA assumes that a Supplemental CIA memo will be required during the re-validation process to address changes in the amount of temporary and permanent real property acquisition required. GPA will prepare a brief (approximately four page) memo that will be attached to the original CIA.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental CIA Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental CIA Memo.

Task 6: Agricultural Resources

Supplemental Farmland Impacts, AD 1006 Form

The Department of Conservation (DOC) established the Farmland Mapping and Monitoring Program (FMMP) in 1982. The goal of the FMMP is to provide consistent and impartial data to decision makers for use in assessing the present status and planning for the future of California's agricultural land resources. One of the primary responsibilities of the FMMP is to produce Important Farmland Maps and statistical data for California's agricultural resources. Important Farmland Maps identify the location and quality of agricultural land across the state.

An AD 1006 Form was completed during PAED because the project would result in the conversion of farmlands to other uses. Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a Supplemental AD 1006 Form to calculate the new Total Site Assessment value of the farmland, which will be used to support the NEPA Re-validation.

Supplemental Analysis of Farmland per County of Ventura CEQA Thresholds

The EIR for the project evaluated impacts to farmland in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The EIR determined that the project would result in a significant and unavoidable impact to farmland due to the conversion of 7.63 acres of Prime Farmland and 17.89 acres of Farmland of Statewide Importance to non-agricultural uses.

Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a supplemental analysis of farmlands in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The results of this supplemental analysis will be summarized in a brief (approximately four page) memo.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the AD 1006 Form and Supplemental Farmlands Impact Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the AD 1006 Form and Supplemental Farmlands Impact Memo.

Task 7: Project Management & Meetings

Throughout the environmental process, GPA will maintain a clear line of communication with the project team and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA project manager will attend monthly PDT meetings via teleconference (2 hours each); monthly project coordination meetings with WKE, Caltrans, County/City, and SCE (2 hours each); and four in-person meetings (6 hours each). If additional in-person meetings or teleconference are required, an additional SOW and fee will be provided to support this effort.

Task 8: Quality Assurance/Quality Control

In order to maintain efficient and high-quality environmental documentation, GPA will perform thorough and accurate technical reviews of all deliverables prior to submittal to the City and/or Caltrans. Staff understanding and proficiency of NEPA/CEQA requirements, as well as familiarity with the Caltrans Annotated Outlines, will ensure minimal comments are received on all documents submitted.

Deliverables: Document Reviews

Assumptions

This scope has been prepared based on the following assumptions:

General

- Additional budget will be warranted if changes to the project are made after work is initiated.
- GPA will not be responsible for obtaining any permits required for the project.
- GPA will not be required to attend public outreach meetings.

Task 1: Re-validation Form for SCE Transmission Line

- SCE will provide a project description and design plans for the 66-kV transmission line relocation prior to initiating the re-validation forms and supplemental technical studies. The project description will include sufficient detail to prepare the Re-validation Form and supplemental technical studies.
- The SCE transmission line relocation project will be within the current EIR/EA project area; within the horizontal APE for cultural resources; and outside the Environmentally Sensitive Areas (ESAs) identified in the ESA Action Plan prepared by DUKE CRM.
- No major revisions to the project will be made which would require major revisions to existing technical studies or the environmental document, or which would require public circulation of any environmental documentation. No supplemental technical studies will be prepared to support the SCE transmission line revalidation, except for the Supplemental ISA.
- A CEQA Addendum will be prepared and included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project, and that a stand-alone CEQA Addendum would not be required for attachment to the NEPA/CEQA Re-validation Form.
- Additional public review of the CEQA/NEPA document would not be required pursuant to 23 CFR 771.111(h)(3).
- SCE will prepare all materials related to CPUC General Order 131-D.

Task 2: Re-Validation Form for 95 Percent Project Design

- A stand-alone CEQA/NEPA Addendum will be the appropriate level of environmental documentation required to support the Re-validation. If Caltrans determines that a Subsequent EIR and/or Supplemental EA are required, GPA will provide additional SOW and fee to complete this task.
- A project description and 95 percent design plans will be provided that include sufficient detail to prepare the Re-validation Form, CEQA Addendum, and Supplemental Technical Studies/Memos.

Task 3: Supplemental Cultural Resource Studies

- Organized and labelled GIS layers will be provided by the Engineer to support development of the APE. If subsequent changes to project design features are made or the information is not labeled and organized additional budget will be warranted.
- No additional sites will be discovered, no additional recordation will be necessary, and no investigative surveys will be required. If sites are discovered additional budget will be necessary for recordation and additional tasks.
- If more than the prior consulting Tribes is required, additional budget will be necessary.
- A Supplemental ESA Action Plan will not be required as part of this SOW.
- Consultation with SHPO will not be required.
- If any of the conditions or costs listed above are exceeded a contract amendment will be necessary. If Caltrans requires additional efforts or additional research not conducted in the approved documents a contract amendment will be necessary.
- Archaeological and/or Native American monitoring is not included as part of this SOW. If during the re-validation process additional monitoring of the ESA is required beyond what is included in the original contract SOW and fee then a contact modification would be required. The current contract includes 72 hours for one archaeological monitor to conduct weekly monitoring and 32 hours total for one archaeological monitor and one Native American Monitor to install/disassemble the ESA fencing.

Task 4: Supplemental Initial Site Assessment

- A Site Investigation (SI) is not included in the SOW. If an SI is needed, an additional SOW and budget will be provided to support this effort.

Task 5: Supplemental Community Impact Assessment Memo and Task 6: Agricultural Resources

- Updated estimates of areas of permanent ROW acquisition and temporary impacts from TCEs by parcel will be provided to GPA for use in completing the supplemental CIA memo and supplemental agricultural resources/farmland analysis.

Task 7: _____ Project Management & Meetings

- If the project schedule exceeds the anticipated 12-month project duration, GPA will request additional fee for project management activities (monthly progress reports, schedule updates, and project communication/coordination).

MILESTONE 3 – SHELL OIL WELLS AND PIPELINES ABANDONMENT

Padre will assist the City of Oxnard and WKE with the proper abandonment of two oil wells located within the area of Rice Avenue and 5th Street in Oxnard as a portion of the planned Rice Avenue / UPRR Grade Separation project. The abandoned oil wells are owned by Shell and it is our understanding that the re-abandonment responsibilities are retained by Shell. There are some pipelines associated with the abandoned wells in the area of the project that are located within an easement that in approximately 1956 were constructed by Standard Oil. The pipelines reportedly include a 4-inch gas line, 4-inch oil line, and two (6-inch and 4-inch) waste water lines.

Padre will assist the City of Oxnard in looking for the appropriate contact at Chevron to discuss the removal of these lines in preparation of the planned road improvement project.

EXHIBIT C-1

SUMMARY

[illegible]

SUMMARY BY FIRM

TASK	DESCRIPTION		WKE	GPA	Group Delta	Padre	TOTAL HOURS	COST
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS								
1.1	Hazardous Waste		0	\$0	0	\$0	1095	\$113,917
	Suppliers/ODCs							\$272,641
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	\$0	0	\$0	0	\$386,558.37
MILESTONE 2 - ENVIRONMENTAL REVALIDATION								
2.1	Re-validation Form and Technical Memos for SCE Transmission Line		12	\$3,187	263	\$27,027	0	\$0
2.2	Re-validation Form for 95 Percent Project Design		12	\$3,187	96	\$8,809	0	\$0
2.3	Supplemental Cultural Resource Studies		4	\$1,007	0	\$0	0	\$0
2.4	Supplemental Initial Site Assessment		4	\$1,007	0	\$0	0	\$0
2.5	Supplemental Community Impact Assessment Memo		4	\$1,007	32	\$2,995	0	\$0
2.6	Agricultural Resources		4	\$1,007	32	\$2,995	0	\$0
2.7	Project Management and Meetings		16	\$4,361	120	\$15,945	0	\$0
2.8	Quality Assurance/Quality Control		8	\$2,097	20	\$2,732	0	\$0
	ODCs					\$21,167		
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		64	\$16,860	563	\$81,671	0	\$0
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT								
3.1	Shell Oil Wells and Pipelines Abandonment		0	\$0	0	\$0	0	\$0
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		0	\$0	0	\$0	0	\$0
	SUBTOTAL ALL MILESTONES		64	\$16,860	563	\$81,671	0	\$0

[illegible]

[illegible]

GPA

TASK	DESCRIPTION	FIRM	Principal Environmental Planner	Senior Environmental Planner	Senior Environmental Planner	Environmental Planner	Environmental Planner	Senior Associate Biologist	Senior Biologist	Associate Biologist	Associate Biologist	Senior GIS Analyst	TOTAL HOURS	Cost
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19		Project Average	\$255.73	\$136.60	\$132.88	\$79.82	\$74.50	\$154.99	\$126.68	\$96.87	\$83.82	\$117.97		
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS														
1.2	Hazardous Materials												0	\$0.00
SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS			0	0	0	0	0	0	0	0		0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION														
2.1	Re-validation Form and Technical Memos for SCE Transmission Line			25	62	128				24		24	263	\$27,026.69
2.2	Re-validation Form for 95 Percent Project Design				12	64				12		8	96	\$8,809.27
2.3	Supplemental Cultural Resource Studies												0	\$0.00
2.4	Supplemental Initial Site Assessment												0	\$0.00
2.5	Supplemental Community Impact Assessment Memo				4	22						6	32	\$2,995.41
2.6	Agricultural Resources				4	22						6	32	\$2,995.41
2.7	Project Management and Meetings				120								120	\$15,945.46
2.8	Quality Assurance/Quality Control			20									20	\$2,731.97
SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION			0	45	202	236	0	0	0	36		44	563	\$60,504.20
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT														
3.1	Shell Oil Wells and Pipelines Abandonment												0	\$0.00
SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT			0	0	0	0	0	0	0	0		0	0	\$0.00
SUBTOTAL ALL MILESTONES			0	45	202	236	0	0	0	36		44	563	\$60,504.20
SUBTOTAL Other Direct Cost														\$636.91
SUBTOTAL Subconsultants														\$20,530.00
TOTAL			0	45	202	236	0	0	0	36		44	563	\$81,671.11

PADRE

TASK	DESCRIPTION	FIRM	Principal Professional	Senior Professional	Project Professional	Drafting	Word Processing					TOTAL HOURS	Cost
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19		Project Average	\$136.29	\$119.31	\$93.74	\$59.67	\$51.12	\$0.00	\$0.00	\$0.00	\$0.00		
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS													
1.1	Hazardous Waste											0	\$0.00
SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS			0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION													
2.1	Re-validation Form and Technical Memos for SCE Transmission Line											0	\$0.00
2.2	Re-validation Form for 95 Percent Project Design											0	\$0.00
2.3	Supplemental Cultural Resource Studies											0	\$0.00
2.4	Supplemental Initial Site Assessment											0	\$0.00
2.5	Supplemental Community Impact Assessment Memo											0	\$0.00
2.6	Agricultural Resources											0	\$0.00
2.7	Project Management and Meetings											0	\$0.00
2.8	Quality Assurance/Quality Control											0	\$0.00
SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION			0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT													
3.1	Shell Oil Wells and Pipelines Abandonment		8	14	15	6	9					52	\$4,984.86
SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT			8	14	15	6	9	0	0	0	0	52	\$4,984.86
SUBTOTAL ALL MILESTONES			8	14	15	6	9	0	0	0	0	52	\$4,984.86
SUBTOTAL Other Direct Cost													\$0.00
SUBTOTAL Subconsultants													\$0.00
TOTAL			8	14	15	6	9	0	0	0	0	52	\$4,984.86

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CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. L.1.

DATE: June 4, 2019

TO: City Council

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

SUBJECT: Fiscal Year 2019-20 Community Development Block Grant, HOME Investment Partnerships, and Hearth Emergency Solutions Grant Annual Action Plan Funding Recommendations. (15/20/25)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive and consider public comments regarding the Plan Year 2019 Annual Action Plan funding recommendations of the seventh and final year of the 2013-2019 Consolidated Plan;
2. Approve the 2019 Annual Action Plan with final recommended use of funds for the three entitlement grants, Community Development Block Grant, HOME Investment Partnerships grant and the Hearth Emergency Solutions Grant;
3. Authorize the City Manager to make any changes to the Annual Action Plan as directed by the City Council, including amending any budget appropriations approved by the City Council and requiring amendment to reflect the additional federal funding received;
4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Annual Action Plan to the U.S. Department of Housing and Urban Development;
5. Authorize the City Manager to execute agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements; and
6. Authorize the City Manager to execute, from time to time, subsequent Annual Action Plan administrative adjustments as authorized by the Citizen Participation Plan.

BACKGROUND

Each year the City must submit an Annual Action Plan, which serves as an application for its three entitlements grant programs: the Community Development Block Grant, the HOME Investment Partnerships, and Hearth Emergency Solutions Grant. On January 15, 2019, the City Council held the first public hearing for the Plan Year 2019 Annual Action Plan to obtain public input on unmet needs of extremely low and low-income persons in Oxnard.

In compliance with the Oxnard's Citizen Participation Plan, the second public hearing is scheduled for June 4, 2019. This public meeting will provide further opportunity for the City Council and the public to assess unmet needs and to consider the funding recommendations developed by the City's Application Grant Review Panel. The total allocation of federal entitlement grants for Fiscal Year 2019-2020 is \$3,454,979. In addition, Program Income and Prior Year Resources listed below contribute to the Fiscal Year 2019-20 Available Resources for the City of Oxnard Plan Year 2019. Those resources bring the combined total to \$5,520,393.

FY 2019-2020 Available Resources	
HUD Allocation	
Community Development Block Grant	\$2,516,091
HOME Investment Partnerships	\$726,527
Hearth Emergency Solutions Grant	\$212,361
Subtotal	\$3,454,979
Program Income Estimated	
Community Development Block Grant	\$100,000
HOME Investment Partnerships	\$85,000
Subtotal	\$185,000
Prior Year Resources	
Community Development Block Grant	\$807,682
HOME Investment Partnerships	\$1,042,526
Hearth Emergency Solutions Grant	\$30,206
Subtotal	\$1,880,414
Grand Total Estimate	\$5,520,393

DISCUSSION

Public notice was given on December 29, 2018 for the first public hearing held on January 15, 2019. Applications were available as of February 1, 2019 and Pre-Applications Workshops were held on January 31, 2019. The due date for the applications was February 28, 2019. Interviews with applicants and deliberations on the funding recommendations were held on March 13, and 14, 2019.

To ensure community involvement and transparency in the planning process, a Grant Application Review Panel was convened to make funding recommendations. The five-member Application Review Panel was made up of three City staff members and two members representing Citizen Advisory Groups consisting of: Parks, Recreation, and Community Services and Senior Services Commission. Funding recommendations follow the U.S. Department of Housing & Urban Development's Plan Year 2019 "Funding Highlights" and the City of Oxnard's amended 2013-19 Consolidated Plan's 2nd Amendment Priorities and Goals.

The draft of the Plan Year 2019 Annual Action Plan, including funding recommendations, became available to the public for a thirty day review period beginning May 2, 2019 and ending on June 4, 2019. The public notice of the Annual Action Plan's availability for thirty day comment and review period and notice of the Second Public Hearing date were published in both the VIDA Newspaper on May 2, 2019 in Spanish and Ventura County Star Newspaper on May 3, 2019 in English. The Annual Action Plan were also available at the City's Main Library, the City Clerk's Office, the Housing Department and on the City's website.

Staff included actual HUD allocations as announced on April 15, 2019, estimated program income, and prior year resources within the proposed funding recommendations.

The total available funding for the Community Development Block Grant program for 2019 is \$3,423,773. The proposed activities are detailed in the Schedule of Funding Recommendations.

Funding available to support homeless programs such as shelter operations, street outreach, homeless prevention, rapid re-housing under the Hearth Emergency Solutions Grant program totals \$242,567.

Funding available from the HOME Investment Partnerships program for the 2019 Annual Action Plan is \$1,854,053. These funds are available for improving and increasing the stock of available affordable housing in Oxnard.

City of Oxnard Fiscal Year 2019-2020 Funding Recommendation		
Grantee	Program	Recommend
Community Development Block Grant		
Oxnard Housing Department- Grants Management	Administration & Planning	\$684,755
Cabrillo Economic Development Corporation	A Summer to Remember - Youth Program	\$10,000
California Rural Legal Assistance	Reentry Legal Assistance Project	\$10,000
Caregivers: Volunteers Assisting the Elderly	Caregivers: Volunteers Assisting the Elderly	\$12,500
County of Ventura-Human Services Agency	RAIN TLC-Bridges to Home	\$10,000
Grey Law of Ventura County, Inc.	Legal Services for Seniors	\$10,000
Livingston Memorial Visiting Nurses Association	Subsidized Care Program	\$20,000
Long Term Care Services of Ventura County, Inc .	Ombudsman Program	\$12,500
Mixteco/Indigena Community Organizing Project	Voz de la Mujer Indigena	\$10,000
Oxnard Housing Department- Fair Housing	Fair Housing Program	\$108,000
Oxnard Housing Department - Homeless Services	Temporary Emergency Shelter	\$30,000
Oxnard Recreation Department	Colonia Memorial Park Veterans Gym	\$55,566
Oxnard Recreation Department	Colonia Boxing Gym	\$30,000
Oxnard Recreation Department	Colonia Recreation Center	\$49,800
Oxnard Recreation Department	Multi Service Center/ Del Sol Park Youth Services	\$25,200
Oxnard Recreation Department	Police Activities League	\$50,000
Oxnard Recreation Department	Senior Services Program	\$35,000
Oxnard Recreation Department	Palm Vista Senior Center	\$35,000
Oxnard Development Services Department	Code Compliance	\$233,000
Oxnard Fire Department	ALS Program Enhancement: Paramedic Support	\$70,000
Oxnard Fire Department	Fire Station Alerting System	\$225,000
Oxnard Housing Department	Multi Service Center Mural Project	\$5,217
Oxnard Housing Department - AHRD	Housing Services	\$200,000
Oxnard Housing Department - AHRD	Rehabilitation Loans Program	\$200,000
Oxnard Housing Department- Homeless Services	Homeless Shelter Building Improvement	\$384,987
Oxnard Public Works Department	Wilson Park Inclusive Playground	\$475,000
Oxnard Public Works Department	Pleasant Valley Park Restroom Project	\$325,000
Oxnard Public Works Department	Colonia Road Street Improvement	\$107,248
Recommended Funding Community Development Block Grant Total		\$3,423,773
Hearth Emergency Solutions Grant		
Oxnard Housing Department-Homeless Services	Administration & Planning	\$ 15,927
Community Action of Ventura County	HEAP Expansion Project	\$ 25,000
Oxnard Housing Department-Homeless Services	Street Outreach	\$ 61,822
Oxnard Housing Department-Homeless Services	Rapid Re-Housing	\$56,818

The Kingdom Center	Homeless Management Information System- HMIS	\$ 3,000
The Kingdom Center	Emergency Shelter	\$30,000
Turning Point Foundation	Our Place Shelter	\$ 50,000
Recommended Funding Hearth Emergency Solutions Grant Total		\$ 242,567
HOME Investment Partnerships		
Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	Administration & Planning	\$ 81,153
Oxnard Housing Department -AHRD	CHDO Set-Aside	\$ 121,729
Oxnard Housing Department -AHRD	Affordable Housing Development Project	\$1,171,171
Oxnard Housing Department -AHRD	First Time Homebuyer Program	\$480,000
Recommended Funding HOME Investment Partnerships Total		\$1,854,053
RECOMMEND FUNDING GRAND TOTAL		\$5,520,393

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

Objective 1c. Highlight our continued efforts to address Domestic Violence.

Objective 1e. Develop a rental inspection program.

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations, Community Advisory Groups and Neighborhood Watch Program.

Objective 3e. Create a pilot revitalization project for Southwinds Neighborhood.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Objective 1b. Develop master plans for other City facilities and vehicles.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Objective 2a. Develop a City-wide asset management program.

Objective 2b. Develop an asset management funding plan.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The 2019 Annual Action Plan outlines how the City plans to allocate its three entitlement grant programs including Community Development Block Grant, HOME Investment Partnerships, and Hearth Emergency Solutions Grant, for the Fiscal Year 2019-2020 proposed budget. This includes new federal grant allocations of \$2,516,091 from Community Development Block Grant, \$726,527 from HOME Investment Partnerships, and \$212,361 from Hearth Emergency Solutions Grant. Fiscal Year 2019-2020 proposed program income is estimated at \$100,000 from Community Development Block Grant program and \$85,000 for HOME Investment Partnerships program. Prior year resources of \$1,880,414 are also being included in the budget plan. The grand total of available resources is estimated at \$5,520,393.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Denise Ledesma, Grants Coordinator

ATTACHMENTS

1. 2019 Annual Action Plan Draft
2. Citizen Participation Plan Amended July 10 2018
3. 2019 Annual Action Plan Funding Recommendation
4. Certificate of Publication - 2nd Public Hearing Newspaper Ad VIDA
5. Presentation 2019 Annual Action Plan

City of Oxnard

2019 Annual Action Plan

DRAFT

June 2019

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



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Executive Summary

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

1. Introduction

The regulations of the United States Department of Housing and Urban Development (HUD) requires that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan. The City of Oxnard's Consolidated Plan (ConPlan) is a five year plan document covering five plan years from 2013-2017. An amendment to extend the ConPlan goals for two years, Plan Years 2018 and 2019 will provide the plan goals for Plan Year 2019. This document is to comply with the HUD requirement to submit the City of Oxnard's (City) Annual Action Plan for plan year 2019 (2019 AAP).

In the ConPlan Extension, the priorities that need to be addressed for community development and housing needs of the City of Oxnard are identified. The AAPs annually identify the resources available to address those needs identified in the ConPlan Extension, describe the activities that will be undertaken designed to meet the annual goals and objectives that relate to the identified needs as determined in the ConPlan Extension, describe the geographic areas targeted for assistance, include the Citizen Participation Plan, and set the basis for performance monitoring whereby results are measured as goals accomplished and outcome indicators.

Goals and objectives of the community needs identified in the ConPlan Extension will be accomplished by activities specified by the City's AAPs. With the 2019 AAP, the City will implement activities that continue to strive to derive positive outcomes that were set forth as goals for the ConPlan Extension period, Plan Year 2019. The current AAP will cover the period of July 1, 2019 to June 30, 2020 (plan year 2019). Herein are described the expected federal, state and local resources, the priorities and specific objectives the City desires to achieve, and the activities that will be undertaken throughout the 2019 plan year.

In recent years, the City's allocation of entitlement grant funds from HUD has either increased or remained relatively unchanged. The Plan year 2019 allocations are; Community Development Block Grant (CDBG) \$2,516,091 an increase of 0.5%, HOME Investment Partnerships (HOME), \$726,527 a decrease of 8.2% and Hearth Emergency Solutions Grant (HESG), \$212,361, an increase of 8.0%. Total HUD entitlement grant funds decreased by 1.0%, to \$3,454,979.

The City's priorities, as identified in the ConPlan Extension, can be found throughout this AAP, and are designed to principally serve extremely-low, low-, and moderate-income residents by addressing the following:

- Housing Needs
- Homeless Needs
- Community Services and Special Needs

- Community Facilities and Infrastructure

The AAP describes the resources expected to be available in the coming program year from federal, state, local and private sources, and also includes a description of the activities that will be undertaken to meet the specific objectives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is being guided by HUD's Office of Community Planning Development Outcome Performance Measurement System to address the high priority needs stated in its ConPlan Extension. When funding an activity, the City determines which of three HUD objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Decent Housing (DH) - The activities that typically would be found under this objective are designed to cover the wide range of housing programs possible under HOME, CDBG or HESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- Creating Economic Opportunities (EO) - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Once the objective for the activity is identified, the City determines which of the three HUD outcome categories best reflects what the City seeks to achieve by funding the activity. The three outcome categories are:

1. Availability/Accessibility - This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basis of daily living available and accessible to LMI people in the area in which they live.
2. Affordability - This outcome category applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as day care.

Sustainability - Promoting Livable or Viable Communities. This outcome applies to projects where the activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to LMI persons or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City combines the information reported to HUD in the FY 2018-19 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY 2019-20 AAP proposed projects.

The FY 2019-20 AAP is the seventh year of implementing the 2nd Amendment of the 2013-2017 ConPlan. Accomplishments achieved during the program year (PY) 2017 (July 1, 2017 through June 30, 2018) were evaluated in detail in the PY 2017 CAPER. The CAPER was completed and submitted to HUD on September 30, 2018.

The three major program areas underlining CDBG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupled with the Continuum of Care (CoC) of Homelessness have received a high priority in the 2013-17 ConPlan Extension. The goals and accomplishment for Plan year 2019 are summarized in the attached table.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As part of the AAP development, the City staff scheduled two public hearings: (1) January 15, 2019 and (2) June 4, 2019:

First Public Hearing-January 15, 2019 provided the opportunity for the public to comment on unmet needs and City Council (Council) to make recommendations to staff regarding the priorities and objectives for FY 2019-20 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 100 addresses consisting of organizations, the faith community, service providers, Oxnard Wilson Senior Center- Special Population Services for persons with disabilities, Oxnard Housing Authority (OHA), Multi Service Center- Resident Services in Oxnard Colonia neighborhood, Oxnard Senior Centers and cities within Ventura County were provided a copy of the public hearing in

English and Spanish. Copies of the public hearing notices in English and Spanish were included in the "Neighborhood News" packets which were distributed weekly for a month prior to the public meeting to approximately 231 Oxnard residents.

The public hearing notice was advertised in two newspapers: Vida published the notice in Spanish and the Ventura County Star published the notice in English, posted on City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office, and the Housing Department Administration building in English and Spanish. The public comment period started December 13, 2018 and ended on January 15, 2019. One public comment was received during the public hearing of January 15, 2019 and there were two written comments.

Second public hearing – June 4, 2019 is scheduled (1) to provide the opportunity to the public to comment on the projects recommended for funding as submitted by the Grant Application Review Panel for FY 2019-20 AAP; and (2) to receive recommendations and direction from City Council regarding the FY 2019-20 AAP grant funding. The notices of the public hearing were mailed to more than 100 addresses consisting of organizations, the faith community, service providers, Oxnard Wilson Senior Center- Special Population Services for persons with disabilities, Oxnard Housing Authority (OHA), Multi Service Center- Resident Services in Oxnard Colonia neighborhood and cities within Ventura County. Copies of the public hearing notices in English and Spanish were included in the "Neighborhood News" packets which were distributed weekly for a month prior to the Hearing to approximately 231 Oxnard residents.

The public hearing notice was advertised in two newspapers (Vida and the Ventura County Star), posted on the City website, broadcasted on the public viewing TV channel 10/35 and posted in public buildings such as the Main Library, City Clerk's Office, and the Housing Department Administration building in English and Spanish. Vida published the notice in Spanish on May 2, 2019 and the Ventura County Star published the notice of hearing in English on Friday, May 3, 2019. The public review and written comment period began on May 3, 2019 and concluded on June 4, 2019.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

First Public Hearing: January 15, 2019

During the first Public Hearing, the oral comment received was from Turning Point Foundation (TPF) outlined the uses of the grant funding from the City of Oxnard. He stated that grant funding is specifically used for shelter for the mentally-ill and includes clinical and outreach services. Two written comments were received: (1) County of Ventura Humans Services Agency, letter stated services to address homelessness continue to be an unmet need and lack of affordable housing has become an emergent need; the issue of homelessness and development and access to affordable housing needs to

be a priority, (2) Livingston Memorial Visiting Nurses Association, letter thanked the City for continue support of Subsidized Care Program; stated there is an unmet need for home healthcare programs for uninsured and underinsured persons to provide crucial help to homebound, handicapped, and elderly patients.

Second Public Hearing: June 4, 2019

Update will occur after the second Public Hearing.

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

All written and oral public comments have been accepted.

7. Summary

The City is committed to provide funds that serve the most disadvantaged residents while following HUD's directives.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	OXNARD	
CDBG Administrator	OXNARD	Housing Department
HOPWA Administrator		
HOME Administrator	OXNARD	Housing Department
ESG Administrator	OXNARD	Housing Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Oxnard has designated the Housing Department's Grants Management Division to develop the Consolidated Plan, Annual Action Plan and the Comprehensive Annual Performance and Evaluation Report. The Housing Department's Grant Management Division will also act as grants management of several public and private agencies that will implement and administer programs and activities under the Plan.

Consolidated Plan Public Contact Information

Housing Department-Grants Management Division

435 South D Street Oxnard CA 93030

Phone: (805) 385-7959

E-mail: roel.briones@oxnard.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Federal regulations require that a participating jurisdiction consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff has developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income.

The consolidated plan and the annual action plan represent a comprehensive planning effort mainly led by Housing Department-Grants Management Division staff, with involvement of (1) local government experts; (2) the social service community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultations efforts:

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; OHA; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the ConPlan and the AAP.
- City staff members in the Department and/or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, OHA, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts,
- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate in the public hearings,
- The process of preparing a Joint Assessment of Fair Housing (AFH) for the City of Oxnard and the Oxnard Housing Authority, which had been due on October 4, 2020, has been modified due to a change in the HUD regulations. The AFH has been replaced with a requirement to produce an Analysis of Impediments to Fair Housing (AI). In January of 2019, the City and the County of Ventura agreed to collaborate on the production of the AI, which will be due in May of 2020. Through 2019-20, staff will be engaged in the necessary community outreach and participation, and collaboration with the County of Ventura, in order to produce the AI for public review and comment in accordance with the HUD guidelines.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City consulted with the agencies/organizations while preparing the AAP, through public hearings, workshops, forum meetings, and training sessions (individuals and group discussions):

- Two public hearings were conducted (1/15/19; 6/4/19);
- A community Fair Housing workshop, free to the public, was conducted at the Oxnard Public Library in November of 2018, and a second is scheduled for May of 2019.
- Frequent consultations with representatives of Oxnard's three certified CHDOs (Cabrillo Economic Development Corporation, Habitat for Humanity, and Many Mansions) were held throughout the year;
- Attended the regional Continuum of Care (CoC) meetings to discuss the application, homeless needs and program directions and strategies;
- The City of Oxnard Commission on Homelessness conducted 7 meetings in 2018-19, and plans to conduct two more prior to June 30, 2019. Since January of 2018, the Commission has adopted resolutions which presented a total of fifteen (15) policy recommendations to City Council. On September 10, 2018, the Commission formally approved submission of a Five-Year Homeless Plan with recommendation that it be adopted by the Oxnard City Council.
- Homeless Services staff worked in partnership with the County of Ventura and the City of Ventura to establish a Shelter Committee for developing two permanent emergency shelters in West Ventura County.
- The cities of Oxnard and Ventura, and the County, also executed and implemented an agreement to provide for Foul Weather Shelters (FWS) when certain weather thresholds are reached. Homeless Services staff coordinated and implemented Oxnard hosting of FWS operations twice in January of 2019, for a total of eight nights, providing shelter for a total of 166 unduplicated persons, averaging 84 persons per night.
- Coordinated and assisted the Point-in-Time count of the homeless persons in Ventura County and especially in Oxnard on January 23, 2019 resulted in a final count of 548 unsheltered homeless individuals. This is an increase of 213 individuals counted from last year.
- In a collaborative effort funded by the City of Oxnard, the City of San Buenaventura and the County of Ventura, a Temporary Emergency Shelter was opened at the former Oxnard National Guard Armory for homeless persons on January 30th, 2019 and is scheduled to close on May 31st, 2019. The temporary shelter operates at a full capacity of 100 individuals per night. A bunk bed, two hot meals and a shower with supportive services are offered daily.
- Homeless Services staff successfully submitted a state Homeless Emergency Aid Program grant awarding the City of Oxnard 1.5 million dollars for shelter capital and direct human services.
- Requested representation for the Grants Application Review Panel from Inter Neighborhood Council Forum (INCF), the Senior Services Commission, Commission on Homelessness,

Recreation and Community Services Commission, and staff from OHA, Finance and Public Works.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In 2013, the two regional Continuums of Care entities (CoC) were merged and are now recognized as the Oxnard/San Buenaventura CoC. The merged CoC is comprised of a Board of Directors and five sub committees (Homeless Management Information System (HMIS) Steering Committee, Data Performance and Evaluation, Public Information and Outreach, Coordinated Intake, and Housing Service and Coordination). Within these standing committees and the CoC body, are representatives from local housing authorities, homeless service providers, homeless health care, mental health, veterans' services, law enforcement, education, local homeless task forces, business leaders and city/county government representatives.

The Coordination of housing assistance and services for homeless persons continues to be implemented through a broad range of public and private funding and service providers that reach: chronically homeless individuals and families with children, veterans, unaccompanied youth, the recently homeless and those at risk of becoming homeless. City staffs participate as well on the City's Affordable Housing Team, OHA, the Homeless Committee, which is comprised of the Mayor Pro Tem and another City Council member. Other entities involved in the development of policy and implementation of the provision of services include the City Council-appointed Commission on Homelessness, regional bodies such as the Ventura County Housing and Homeless Coalition, the South Coast Collaborative Regional HMIS implementation committee, the Southern California Regional CoC Collaborative, and the newly formed Countywide CoC Alliance. The City's Housing Department also oversees the Fair Housing Program. An example of how the City directly provides funding and staff support to coordinate housing assistance include such interventions as a City Police Department implemented program that combines a ride along case manager with officers patrolling areas frequented by chronically homeless and recently homeless individuals and families allows for immediate needs assessments and referrals to appropriate agencies.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC's Data Performance and Evaluation Sub Committee is tasked with establishing performance measures and new policies and procedures for all homeless grant funds and activities. The HMIS Steering Committee is tasked with developing the policies and procedures that govern HMIS, which is administered by the County of Ventura.

City staff continue to work with the CoC to develop performance standards for and evaluation of outcomes for ESG-funded projects and activities. Through participation on regional sub-committees staff also continue to inform HMIS policies, procedures, operations and administration.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CITY OF OXNARD
	Agency/Group/Organization Type	PHA Services-homeless Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard PHA and the Affordable Housing Division are under the direction of the Housing Director of the City of Oxnard, as is the Grants Management Division. A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis.
2	Agency/Group/Organization	Turning Point Foundation
	Agency/Group/Organization Type	Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The outreach for the mentally ill homeless will be handled within the City and referrals will be made to the Turning Point shelter.
3	Agency/Group/Organization	Community Action of Ventura County
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Action of Ventura County provided critical day services to support overnight shelters for homeless.
4	Agency/Group/Organization	Habitat for Humanity of Ventura County
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity completed construction of 6 single family homes for sale to low income families, located at First and Hayes. Habitat for Humanity sold 5 of the 6 homes to low income buyers and executed a lease-purchase agreement with one family. This development received HOME and affordable housing in-lieu funds from the City.

5	Agency/Group/Organization	MANY MANSIONS, A CALIFORNIA NONPROFIT CORPORATION
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Many Mansions received HOME and affordable housing in-lieu funds to construct 5 HOME units and 2 in-lieu units in a 40-unit rental development for low income veterans and families. The development is scheduled to complete construction in August 2019.
6	Agency/Group/Organization	Cabrillo Economic Development Corporation
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cabrillo applied for HOME CHDO development assistance funds to construct 42-rentalunits for farmworker families, located at the corner of Pleasant Valley Road and Etting Road, Oxnard, CA 93033.
7	Agency/Group/Organization	THE KINGDOM CENTER
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	ADA compliance and resource development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Toured the facility with Kingdom Center staff and determined areas of the facility that could be upgraded enhanced and modified to promote greater access for persons with disabilities and developed a scope of work and preliminary budget to conduct improvements in the near future with city CDBG funding as a source. In 2018, we have taken steps to make the ADA improvements through an architectural design contract that can be amended to phase in ADA construction and expansion design costs.
8	Agency/Group/Organization	County of Ventura Human Services Agency
	Agency/Group/Organization Type	Services-homeless Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Planning, coordination and implementation of Homeless Point in Time count; count was conducted on January 23, 2019 resulted in a final count of 548 unsheltered homeless individuals. This is an increase of 213 individuals counted from last year. The City conferred with the Ventura county Public Health Department regarding addresses of housing units wherein children have been identified as lead-poisoned in the City of Oxnard. Prior to implementation of the 2018 Annual Action Plan, the City will receive a list of addresses if such a list exists. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Environmental Intervention Blood Lead Level"(EBLL). OHA staff provides a brochure related to lead based paint hazards to all new program participants and tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.
9	Agency/Group/Organization	HOUSING RIGHTS CENTER
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing, Discrimination

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC). The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolutions services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with an bi-annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities
10	Agency/Group/Organization	City of Oxnard
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Broadband Internet
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city is consulting with Broadband internet providers to build high-speed fiber optic network to improve the Oxnard community.

Identify any Agency Types not consulted and provide rationale for not consulting

Not Applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Ventura County CEO's Office	The goals of the Strategic Plan overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidence of homelessness.
Oxnard Housing Authority Agency Plan	Oxnard Housing Authority	OHA Plan presents the program procedures related to Public Housing and Section 8 housing units, which overlaps with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA is currently administering 15 set aside homeless preference vouchers, and 52 VASH vouchers.
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	HCD approves the City's Housing Element. The City's updated Housing Element indicates that as of March 2017, 2,497 of 4,199 affordable housing units remain to be built as indicated on the Southern California Association of Governments (SCAG) and Regional Housing Needs Allocation (RHNA)
Regional Housing Needs Allocation (RHNA)	Southern California Association of Governments (SCAG)	SCAG RHNA sets the low and moderate income housing needs allocations for the City as City is within the SCAG boundaries. The City's Housing element relies on the allocations by SCAG to develop local affordable housing needs. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard from 2014-2021. The updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Implementation of the 2019 Action Plan requires coordination and compliance with the local and regional needs established by the City of Oxnard, County of Ventura, Southern California Council of Governments and the State of California.

The Southern California Association of Governments (SCAG), the nation's largest metropolitan planning organization (MPO), representing six counties, 191 cities and more than 18 million residents in Southern California, is mandated by federal and state law to research and draw up plans for transportation, growth management, hazardous waste management and air quality. SCAG undertakes a variety of planning and policy initiatives that regulate housing development.

One of these planning tools is the Regional Housing Needs Allocation (RHNA), it establishes the need for affordable housing development in cities and counties within its region.

City of Oxnard's general plan contains a housing element that makes "adequate provision for the existing and projected housing needs of all economic segments of the community." The housing element must be revised and updated every eight years after 2010 due to SB 375. A community is not obligated to actually provide housing to all in need but the Regional Housing Needs Allocation (RHNA) is a "distribution of housing development capacity" that each city and county must zone for in a planning period. It is not a "construction need allocation," and is integral to the development of a Sustainable Community Strategy. The housing element is a planning document, requiring the City to plan for meeting its "fair share" of regional housing market need. The RHNA will set local housing and land use capacity goals to support future growth, including transit oriented, mixed use and infill development.

The time frame during which housing accomplishments towards the Regional Housing Needs Allocation (RHNA) can be counted (RHNA cycle) is January 1, 2014 through October 31, 2021. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard. The City's updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built.

The City Housing Department's mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City's General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well maintained housing for eligible low and very low income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

All City housing projects undertaken with federal funds from HUD or other state or federal funding source must comply with the requirements of the City's Housing Element, General Plan, SCAG, State of California Housing and Community Development Department (HCD) and HUD

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The FY 2019-20 AAP was developed in conjunction with residents and organizations through a public participation process that included workshops and public hearings conducted by City staff:

- 1) Two public hearings before City Council conducted by Housing Department staff;
- 2) Three workshops for CDBG, HOME and HESG programs conducted by Housing Department staff, followed up by multiple consultations, as well as, providing technical assistance to the community and agencies (service providers) through emails, phone conversations, and meetings;
- 3) All applications for funding were reviewed by Housing - Grants Management staff for eligibility and grants compliance and then forwarded to the Review Panel, which consisted of five members who are from the citizen advisory groups and City Department staff;
- 4) Meetings were conducted by Housing – Grant management staff for sub-recipients awardees;
- 5) Other workshops and meetings were handled by Affordable Housing staff and Fair Housing staff;
- 6) Meetings attended and participated by Homeless Assistance Program staff related to CoC and Emergency Solutions Grant;
- 7) Meetings with other Community Consortium groups throughout the year; Meeting dates Commission on Homelessness attended by Housing Department staff: July 16, 2018; August 6, 2018; October 1, 2018; December 3, 2018; January 7, 2019; February 4, 2019; and April 2, 2019. Meetings are scheduled for May 6, 2019 and June 3, 2019.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	<p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Low/mod income Oxnard Residents</p>	<p>12/13/18 Published Notice of 1st Public Hearing notice in VIDA (Spanish translation) and Ventura County Star newspapers on 12/14/18 English and Spanish versions of Notices were broadcasted on Public Channel 35, Public Notices regarding Public Hearings sent out to Oxnard Residents for first Public Hearing, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.</p>	<p>1st Public Hearing comment - Jason Meek, Turning Point Foundation, Outlined the use of the grant funding from the City of Oxnard. He stated that grant funding is specifically used for shelter for the mentally-ill and includes clinical and outreach services. Written comments submitted by County of Ventura Human Services, unmet needs of homelessness,</p>	All comments accepted	NA

				development and access to affordable housing; Livingston Memorial Visiting Nurses Association, unmet need for home healthcare programs for uninsured and under-insured persons.		
2	Entitlement Grant Workshops	Interested parties/application for grant funds	33 people attended the CDBG grant workshop, 4 people attended HOME workshop and 7 attended HESG workshop	Questioned raised include: Do we need a SAM account, What budget do we input for the application, What is an environmental review, What are the current income limits, How do I find	All comments accepted	NA

				the tract for my project		
3	Public Hearing	<p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Low/mod income Oxnard residents</p>	<p>5/2/19 Published Notice of 2nd Public Hearing notice in VIDA (Spanish translation) and Ventura County Star newspapers on 5/3/19, English and Spanish versions of Notices were broadcasted on Public Channel 35, Public Notices regarding Public Hearings sent out to Oxnard Residents for first Public Hearing, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.</p>	Updated after meeting	Updated after meeting	NA
4	Program Coordinating	<p>Minorities</p> <p>Non-English</p>	General meeting of community non-profits that serve	Round table discussion- No	No Comments Received	NA

	Committee meetings	<p>Speaking - Specify other language: Spanish, Mixteco</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Cross-section of community</p>	various segments of the community	Comments Received		
5	Internet Outreach	Non-targeted/broad community	Not measured	No Comments Received	No Comments Received	https://www.oxnard.org/city-department/housing/

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

In Plan year 2019, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,516,091, HOME \$726,527 and HESG \$212,361, a total of \$3,454,979 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$85,000 for HOME programs. Prior year resources of \$807,682 for CDBG programs, \$1,042,526 of HOME programs and \$30,206 of HESG programs. This will increase total available resources from 2019 Plan year to \$5,520,393. The source of program income comes principally from

repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2019 AAP.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,516,091	100,000	807,682	3,423,773	0	Available resources from CDBG Plan year 2019 total \$3,423,773 Uses of the available resources will be according to the funding priorities set forth in the ConPlan. The specific Activities will be setup in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or \$684,755 and (2) Public Services up to 15%, or \$513,566. The 2019 balance will be distributed as Public Improvements & Other City Programs as detailed by the City during the AAP process.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	726,527	85,000	1,042,526	1,854,053	0	In plan year 2019, available resources from HOME funding is \$811,527 and prior year resources of \$1,042,526; total of \$1,854,053. Uses of funds are; (1) Administration - no more than 10% or \$81,153 and (2) CHDO Set Asides - at 15% or \$121,729. In addition, \$608,645 and prior year monies of \$1,042,526; total of \$1,651,171 are available for CHDO and HOME activities during the plan year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	212,361	0	30,206	242,567	0	Plan year 2019 Available resources for HESG are \$212,361 and prior year resources \$30,206; total \$242,567. The limited availability of HESG resources is spread across the uses identified in this table. 1) HESG Administration and Planning costs is no more than 7.5% or \$15,927 those are included in HESG Project 2. (2) Emergency Shelter and Street Outreach cost is no more than 60%, or \$127,416 & prior year \$14,406; total \$141,822. The 2019 balance will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities as detailed by the City during the AAP process.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds are leveraged by city and subrecipients providers with government agency, in-kind, private foundations and contributions monies who provide services to low/moderate income persons. Affordable housing developments utilizing HOME funds typically use HOME monies to leverage millions of dollars in state, federal, and private financing. HESG funds are leveraged by non-profit agencies providers with government

agency, in-kind, private foundations, Ventura County Continuum of Care monies who provide critical services such as assisted housing, services and shelter to vulnerable populations who are at-risk of becoming homelessness or homeless persons and families.

HOME funds are matched at a greater than 25% level by recipients of HOME funds, city, and other participants.

HESG funds are matched dollar for dollar by subrecipients' providers. The city matched for Administration portion only.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city property leased for homeless shelter at 1450 S. Rose Ave, Oxnard, CA
Temporary Emergency Shelter at 351 South K Street, Oxnard, CA
Oxnard Housing Authority Public Housing Sites

Discussion

The resources for 2019 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Help Achieve Homeownership	2013	2017	Affordable Housing	City-wide	Housing	HOME: \$480,000	Direct Financial Assistance to Homebuyers: 16 Households Assisted
2	New Affordable Housing Development	2013	2017	Affordable Housing	City-wide	Housing	HOME: \$1,292,900	Units Affordable Units constructed: 9 Household housing
3	Provide Housing Services	2013	2017	Affordable Housing	City-wide	Housing and Supportive Services	CDBG: \$200,000	Homeowner Housing Added: 16 Household Housing Unit Homeowner Housing Rehabilitated: 6 Household Housing Unit
4	Help Achieve Housing Preservation	2013	2017	Affordable Housing	City-wide	Housing	CDBG: \$200,000	Homeowner Housing Rehabilitated: 6 Household Housing Unit

5	Infrastructure and Public Facilities	2013	2017	Non-Housing Community Development	Low-Mod Areas census tract neighborhoods City-wide	Homeless Public Facilities Public Improvements	CDBG: 1,592,452	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 210,000 Persons Assisted
6	Public Services	2013	2017	Homeless Non-Homeless Special Needs	Low-Mod Areas census tract neighborhoods City-wide	Homeless Housing and Supportive Services	CDBG: \$513,566	Public service activities other than Low/Moderate Income Housing Benefit: 3,000 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted
7	Reduce homelessness	2013	2017	Homeless	City-wide	Homeless Homeless Prevention/ Rapid Re-Housing	ESG: \$242,567	Tenant-based rental assistance / Rapid Rehousing: 19 Households Assisted Homeless Person; Overnight Shelter: 270 Persons Assisted; Homelessness Prevention: 100 Persons

								Assisted Other: 110 Other
8	Code Enforcement Effort	2013	2017	Code Enforcem- ent	Low- Mod Areas census tract neigh- borhoo ds	Housing	CDBG: \$233,000	Housing Code Enforcement/ Foreclosed Property Care: 2,000 Household Housing Unit
10	Planning and Administration	2013	2017	Planning and Administr- ative costs	City- wide	Homeless Homeless Prevention/Ra pid Re-Housing Housing and Supportive Services Job Development Public Facilities Public Improvements	CDBG: \$684,755 HOME: \$81,153	Other: 0 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Help Achieve Homeownership
	Goal Description	Provide assistance to 16 first-time homebuyers. Downpayment assistance will be offered to all applicants on an equal basis, including any special needs populations, and reasonable accommodations provided to ensure equal and non-discriminatory program access.
2	Goal Name	New Affordable Housing Development
	Goal Description	Financial assistance to a Community Housing Development Organization (CHDO) for the development of 9 housing units for very low income families in LMI neighborhood.
3	Goal Name	Provide Housing Services
	Goal Description	Provide Housing Department staff to assist households seeking assistance with First Time Homebuyer or rehabilitation loans to acquire or improve owner occupied units to help the City meet Regional Housing Needs Assessment goals as assigned by the State and to help homeowners to maintain safe and sanitary housing units.
4	Goal Name	Help Achieve Housing Preservation
	Goal Description	Provide assistance to 6 homeowners for rehabilitation of housing. Rehabilitation assistance will be offered to all applicants on an equal basis, including any special needs populations, and reasonable accommodations provided to ensure equal and non-discriminatory program access.
5	Goal Name	Infrastructure and Public Facilities
	Goal Description	Rehabilitate parks in the master plan which are eligible for CDBG funds. Building Improvements for Homeless Shelters to assist the low-income persons citywide. Rehabilitation of Museum for ADA improvements for persons citywide. Rehabilitation of a neighborhood facility for low-mod income area. Street improvements for low-mod income residents are city-wide. Command vehicle and enhanced medical services for City-wide which over 51% are low/mod income residents
6	Goal Name	Public Services

	Goal Description	CDBG funds are used to provide public services (including labor, supplies, materials and other costs) including but not limited to: health care, recreation programs, educational programs, law services, fair housing activities, services for senior citizens, services for homeless persons...
7	Goal Name	Reduce homelessness
	Goal Description	The City will support non-profit agencies that provide assisted housing, services and shelter to homeless persons and families or those at-risk of becoming homeless.
8	Goal Name	Code Enforcement Effort
	Goal Description	Code Compliance Division addresses substandard housing conditions via inspections, enforcement of City ordinances and through educating the public to ensure the quality of existing housing units throughout the City.
10	Goal Name	Planning and Administration
	Goal Description	Planning and Administration costs subject to caps for each funding source; CDBG (20%) and HOME (10%)

Projects

AP-35 Projects – 91.220(d)

Introduction

These are 2019 Plan year Projects designed to accomplish the goals and objectives of the 2019 AAP. The 2019 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are Planning and Administration, Homeless Assistance, Public Services, Infrastructure and Public Facilities, Housing Development, Homeowner Loans & Services, Code Compliance and Public Facilities-Fire Protection Equipment.

Projects

#	Project Name
1	PLANNING AND ADMINISTRATION-CDBG AND HOME
2	HOMELESS ASSISTANCE
3	CDBG PUBLIC SERVICES
4	INFRASTRUCTURE AND PUBLIC FACILITIES
5	HOUSING DEVELOPMENT
6	HOMEOWNER LOANS
7	CODE COMPLIANCE
8	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the annual needs identified in coordination with other city departments. Public service allocations are determined by the participation from other providers to meet the goals of the ConPlan. HOME funds are balanced between development projects and single family housing needs. HESG allocation are targeted exclusively for the needs of the homeless population.

AP-38 Project Summary

Project Summary Information

1	Project Name	PLANNING AND ADMINISTRATION-CDBG AND HOME
	Target Area	City-wide
	Goals Supported	Planning and Administration
	Needs Addressed	Housing Homeless Homeless Prevention/Rapid Re-Housing Housing and Supportive Services Job Development Public Facilities Public Improvements
	Funding	CDBG: \$684,755 HOME: \$81,153
	Description	PLANNING AND ADMINISTRATION COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20%) AND HOME (10%)
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Planning and Administration activities will benefit families City-wide as this activity is the tool of that coordinates the distribution of CDBG and HOME funding throughout the City of Oxnard. An estimated 210,000 persons will benefit from this activity.
	Location Description	City-wide
	Planned Activities	Coordination of all CDBG and HOME Planning and Administration activities.

2	Project Name	HOMELESS ASSISTANCE
	Target Area	City-wide
	Goals Supported	Reduce homelessness
	Needs Addressed	Homeless Homeless Prevention/Rapid Re-Housing
	Funding	ESG: \$242,567
	Description	PLANNING AND ADMINISTRATION COSTS SUBJECT TO 7.5 % CAP FOR HESG, HEARTH EMERGENCY SOLUTIONS GRANT FUNDS TO PROVIDE FINANCIAL ASSISTANCE TO VARIOUS SERVICE PROVIDERS FOR EMERGENCY SHELTER AND STREET OUTREACH SUBJECT TO 60% CAP; HOMELESS PREVENTION, RAPID RE-HOUSING, AND HMIS ACTIVITIES TO SERVE HOMELESS INDIVIDUALS AND FAMILIES, AND THOSE AT-RISK OF BECOMING HOMELESS.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 140 INDIVIDUALS AND HMIS; TURNING POINT WILL PROVIDE EMERGENCY SHELTER TO 13 MENTALLY-ILL PERSONS. COMMUNITY ACTION OF VENTURA COUNTY WILL PROVIDE HOMELESS PREVENTION ASSISTANCE TO 100 HOMELESS PERSONS; CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH TO 110 INDIVIDUALS AND RAPID RE-HOUSING TO 19 HOMELESS HOUSEHOLDS
	Location Description	Various locations
3	Planned Activities	1) ADMINISTRATION OF HESG GRANT BY CITY OF OXNARD, 2) KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER AND , 3) HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS), 4) EMERGENCY SHELTER FOR MENTALLY ILL BY TURNING POINT FOUNDATION, 6) CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH, AND 8) RAPID RE-HOUSING
	Project Name	CDBG PUBLIC SERVICES
	Target Area	Low-Mod Areas census tract neighborhoods City-wide

Goals Supported	Public Services Reduce homelessness
Needs Addressed	Homeless Housing and Supportive Services
Funding	CDBG: \$513,566
Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2019 CDBG ALLOCATION, PROGRAM INCOME AND PRIOR YEAR RESOURCES. FUNDING FOR FAIR HOUSING COUNSELING, HOMELESS EMERGENCY SHELTER, LEGAL SERVICES, YOUTH RECREATIONAL PROGRAMS, BATTERED & ABUSED SPOUSES, SENIOR SERVICES AND HEALTH CARE SERVICES.
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	1710 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL PROGRAMS IN LOW-MOD NEIGHBORHOODS, 530 SENIORS SERVICES & LEGAL SERVICE FOR SENIORS IN LOW-MOD NEIGHBORHOODS, 540 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE & HEALTH SERVICES, FAIR HOUSING SERVICES WILL ASSIST 150 FAMILIES, 65 INDIVIDUALS WILL BE ASSISTED WITH DOMESTIC VIOLENCE EDUCATION, 15 INDIVIDUALS WILL BE ASSISTED WITH LEGAL SERVICES, AND 160 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER.
Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
Planned Activities	1) CITY OF OXNARD FAIR HOUSING PROGRAM, 2) TEMPORARY EMERGENCY SHELTER FOR HOMELESS BY CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION, 3) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, 4) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION, 5) HEALTH SERVICES PROVIDED BY LONG TERM CARE SERVICES OF VENTURA COUNTY, 6) LEGAL SERVICE FOR SENIORS PROVIDED BY GREY LAW, 7) ASSISTING WITH DAILY NEEDS FOR SENIORS BY CAREGIVERS VOLUNTEERS ASSISTING THE ELDERLY, CITY OF OXNARD RECREATION AT 8) COLONIA GYM, 9) COLONIA BOXING GYM, 10) COLONIA RECREATION CENTER, 11) PALM VISTA SENIOR CENTER, 12) POLICE ACTIVITIES LEAGUE, 13) SENIOR SERVICES PROGRAM, 14) MULTI SEVICE CENTER DEL SOL PARK YOUTH SERVICES, 15) YOUTH SUMMER PROGRAM BY CABRILLO ECONOMIC DEVELOPMENT CORPORATION, 16) LEGAL

		SERVICES BY CALIFORNIA RURAL LEGAL ASSISTANCE, AND 17) DOMESTIC VIOLENCE EDUCATION BY MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
4	Project Name	INFRASTRUCTURE AND PUBLIC FACILITIES
	Target Area	Low-Mod Areas census tract neighborhoods19 City-wide
	Goals Supported	Infrastructure and Public Facilities Reduce homelessness
	Needs Addressed	Homeless Public Facilities Public Improvements
	Funding	CDBG: \$1,297452
	Description	INFRASTRUCTURE, PUBLIC FACILITIES AND MAJOR IMPROVEMENTS-CIP
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO CITY FACILITIES CITY WIDE AND IN LOW-MOD CENSUS TRACT NEIGHBORHOODS. THE CITY-WIDE ACTIVITIES WILL ASSIST 210,000 PERSONS, THE OTHER ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS.
	Location Description	VARIOUS LOCATIONS IN THE CITY OF OXNARD
	Planned Activities	1) WILSON PARK INCLUSIVE PLAYGROUND, 2)PLEASANT VALLEY PARK RESTROOM PROJECT, 3) HOMELESS SHELTER BUILDING IMPROVEMENTS, 4) MULTI SERVICE CENTER REHABILITATION, 5) COLONIA ROAD STREET IMPROVEMENTS
5	Project Name	HOUSING DEVELOPMENT
	Target Area	City-wide
	Goals Supported	New Affordable Housing Units
	Needs Addressed	Housing

	Funding	HOME: 1,292,900
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	9 LOW INCOME HOUSEHOLDS
	Location Description	CITY OF OXNARD, CALIFORNIA
	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF 9 HOUSING UNITS FOR LOW INCOME HOUSEHOLDS IN OXNARD
6	Project Name	HOMEOWNER LOANS
	Target Area	City-wide
	Goals Supported	Help Achieve Homeownership Provide Housing Services
	Needs Addressed	Housing Housing and Supportive Services
	Funding	CDBG: \$200,000 Rehabilitation Loans and \$200,000 Housing Services HOME: \$480,000
	Description	DIRECT HOMEOWNER LOAN ASSISTANCE & HOUSING SERVICES
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	16 HOUSING UNITS- DIRECT HOMEOWNER LOANS 6 HOUSEHOLDS- REHABILITATION LOANS 16 HOUSING UNIT (HOME BUYER) & 6 HOUSEHOLDS (REHABILITATION)- HOUSING SERVICE

	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	DIRECT HOMEOWNER LOAN ASSISTANCE & HOUSING SERVICES FOR LOW-INCOME HOUSING HOUSEHOLDS
7	Project Name	CODE COMPLIANCE
	Target Area	Low-Mod Areas census tract neighborhoods
	Goals Supported	Code Enforcement Effort
	Needs Addressed	Housing
	Funding	CDBG: \$233,000
	Description	CODE ENFORCEMENT AND COMPLIANCE
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	2,000 HOUSEHOLD UNITS ASSISTED
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	SUPPORT THE CODE ENFORCEMENT ACTIVITIES OF THE CITY OF OXNARD DEVELOPMENT SERVICES TO IMPROVE QUALITY OF LIFE AND PROPERTY ISSUES
	Project Name	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT
	Target Area	City-wide
8	Goals Supported	Infrastructure and Public Facilities
	Needs Addressed	Public Facilities Public Improvements
	Funding	CDBG: \$295,000

Description	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO CITY FACILITIES AND FIRE PROTECTION EQUIPMENT. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 210,000 PERSONS, OF WHICH OVER 51% ARE LOW/MOD INCOME RESIDENTS.
Location Description	VARIOUS LOCATIONS IN THE CITY OF OXNARD
Planned Activities	1) FIRE STATION ALERTING SYSTEM, 2) PARAMEDIC SUPPORT VEHICLE (PSV)- ADVANCED LIFE SUPPORT (ALS)PROGRAM

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low, low, and moderate-income persons. The City has traditionally dedicated 100 percent of its CDBG resources to activities that exclusively benefit LMI persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). This trend is expected to continue in PY 2019. Also, the City will continue to assist the low-income persons citywide with HOME and HESG funds. The target areas are: (1) Citywide, with 82 percent of the total entitlement funds; and, (2) the LMA Census Tract, 18 percent. The total entitlement includes the administration and planning funding.

Geographic Distribution

Target Area	Percentage of Funds
Low-Mod Areas census tract neighborhoods	18
City-wide	82

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, nutrition needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. These allocations also cover designated areas targeted by Code Compliance efforts to reduce and eliminate the deterioration of the areas through the Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the

neighborhood.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. First Time Homebuyer Assistance Program
2. Rehabilitation of Single-Family Housing Units
3. Rehabilitation of Mobile home Housing Units
4. Construction of new affordable dwelling units
5. Preservation of 520 public housing rental units and 1,825 Section 8 vouchers (including 15 set aside vouchers for homeless persons and 52 VASH vouchers for veterans)

One Year Goals for the Number of Households to be Supported	
Homeless	12
Non-Homeless	2,120
Special-Needs	250
Total	2,382

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	2,132
The Production of New Units	16
Rehab of Existing Units	6
Acquisition of Existing Units	16
Total	2,170

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable Housing Division (AHRD) will continue to provide homeownership programs including the owner-occupied rehabilitation loans for repairs and first time homebuyer grants for down payment assistance/closing costs to acquire existing or new units. Loan information is provided to interested residents at workshops and on the Housing Department website. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source.

Affordable housing funding opportunities available to City of Oxnard residents and CHDOs are funded by HUD programs, such as CDBG, HOME, and Oxnard Housing Authority- Public Housing and Section 8. Also, state funded grants are available to home buyers, subject to funding availability. There is also affordable housing in-lieu funds that may be used to fund the development of affordable units, subject to funding availability.

The City also has Reuse Accounts for previously expended CalHome and BEGIN Homebuyer Programs, respectively. Both programs require that funds be repaid upon sale, transfer, or default on the property. The repaid funds must be deposited in these Reuse Accounts and made available for use for eligible homebuyer down payment assistance, which was the original eligible use of the funds. Only five percent of the repaid funds are permitted for activity delivery and administrative costs.

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,825 Section 8 rental assistance vouchers, which includes 52 VASH vouchers and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families on-site including youth programs. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marketing flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Every 5 years Capital Fund program conducts a PNA (Physical Need Assessment) throughout the entire housing units and sends out survey questionnaires to the residents to assess the physical deficiencies in their units. It also collects inputs from Maintenance staff, Housing Engineer, and Public Housing Staff. All the collected deficiencies get translated into capital improvement projects and get tabulated into a 5 year action plan. Each year, in its Annual Plan and Statement, Capital Fund re-prioritizes those projects identified in the 5 year plan.

In 2019, the following capital improvement projects for public housing projects are planned and budgeted:

Cal 31-2 (Felicia Court)	Roofing	\$300,000
Cal 31-8 (Palm Vista)	540 Compliance	\$393,000
Cal 31-8 (Palm Vista)	Kitchen Cabinets	\$250,000
Cal 31-8 (Palm Vista)	Kitchen New Cleanouts	\$50,000

(Note that in 2019, OHA has a plan to convert 11 existing units at Palm Vista senior building into units that will be Section 504 compliant for people with physical and audio visual impairments)

Total Planned projects for 2019

\$993,000

In 2019, the Oxnard Housing Authority will retire 144 public housing units, the affected public housing residents will be offered project based Section 8 vouchers for relocation to Las Cortes, a project based

project. The completion of this phase is scheduled for 2019-2020.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of fliers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are required to conduct a Point In Time Count (PIT) of homeless persons each year. The 2019 PIT count was conducted on January 23, 2019.

The "Ventura County 2019 Homeless Count and Subpopulation Survey: Final Report", published in March 2019. The report is at the following website:

http://www.venturacoc.org/images/2019_VC_Homeless_Count_Report-Final.pdf

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2019 PIT counted a total of 548 unsheltered homeless persons who identified Oxnard as their home.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The one year goal and actions for reducing and ending homelessness for reaching out to and assessing individuals is to implement the regional Coordinated Assessment as directed by HUD. The pilot program began April 1, 2014. This system will allow agencies to provide immediate referrals to homeless persons both electronically and with hard copies. Additionally, certain information will be entered into the regional HMIS and clients can be tracked as they keep appointments and matriculate through the system towards ending homelessness. Currently, the City of Oxnard continues to improve ADA access to existing facilities providing emergency and transitional housing for single women and women with children at the Kingdom Center. In addition to exploring the possibility of adding additional emergency and transitional housing resources at this site through new development on underutilized property at 1450 South Rose Avenue in Oxnard, as well as to develop a year-round emergency shelter for men, that will enable enriched services, case management, as focus on housing first and identifying permanent supportive housing. The development opportunities for chronically homeless men and women has increased through the targeted funding and proposed acquisition of a facility to house a year-round shelter. Staff has continued in 2019 by partnering with the County of Ventura to strategize efforts to make this a reality.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being

addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households. All of these agencies and their capacity to serve are currently operating in 2018 and continue to provide these services to Oxnard's homeless population.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past. OHA works in conjunction with the Veteran Administration to administer 52 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above mentioned services that spell out various

directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

1. **Health Care Facilities:** the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. **Mental Health Facilities:** the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. **Foster care and other youth facilities:** the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. **Corrections programs and institutions:** upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.
2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.
4. All of the above objectives are still in progress and will be folded into a regional plan and

strategy lead by the County of Ventura.

DRAFT

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations, developers often choose to pay the in-lieu fees instead of losing money. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visitability design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not

have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

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AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed below.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. One challenge facing all cities is the elimination of redevelopment agencies. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,

Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups.

City staff will address the challenges of existing and new obstacles in PY 2019 by focusing on the following programmatic and administrative areas:

- Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers.
- CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California.
- Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing.
- Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility

and which can comply with timely draw-down requirements.

Actions planned to foster and maintain affordable housing

The City summarizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the remaining RHNA affordable allocation of 2,497 lower income and moderate units and 53 above moderate income units, the City is relying on the following:

- The All Affordable Housing Opportunity Program (AAHOP) and Affordable Housing (AH) additive zone (see Supplement 2) with an inventory of 2,067 units on 38 AAHOP sites
- 66 Vacant and Underutilized Sites (see Supplement 2)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2721 and 2615. The Inclusionary Housing Program provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City is currently in the process of completing a study to increase the City's in-lieu fee. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of 1 percent of the sales price of each for sale unit in the project based on increments of \$50,000, with a minimum payment of \$5,000 for each unit.

Rental Units: A payment is required for each rental unit. The price is adjusted every six months by the percentage increase or decrease for the previous six months as determined by the Los Angeles Riverside-Orange County Consumer Price Index for all urban consumers.

The City Council generally prefers on-site affordable housing as opposed to payment of in-lieu fees. A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.8 million.

Possible incentives may include, but are not limited to, the following:

- Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)
- Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and

other qualifying households, when such funds are available

- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis
- Density bonus

The City anticipates significant numbers of inclusionary affordable housing to be developed within several proposed specific plans and other new projects. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Actions planned to reduce lead-based paint hazards

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Community Action of Ventura County
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such After-School programs, Police Activities League programs, Colonia Gymnasium and Boxing programs...

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and/or task force.

Discussion:

Other actions that the City of Oxnard will continue to implement for being in compliance with the federal regulations are as follows: *1. Monitoring:* program performance and financial monitoring; *2. Environmental review:* each project is reviewed for compliance with the National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the environmental review for larger, more complicated, and time consuming projects; *3. Labor Compliance Act:* the City has also contracted with Labor Compliance Providers (LCP) to review and perform the contract administration of all CDBG-funded construction projects; *4. Section 3 Compliance:* this function is also performed by LCP; *5. Procurement and Purchasing:* The City has its own procurement and purchasing policies managed by staff in the Finance Department; *6. Partnerships with Citizen Advisory Groups:* Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2019 CDBG funds for public services such as recreation programs for youth, homeless services, senior services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

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HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Refer to Questions # 3 for Resale Provisions & procedures.

Recapture:

Provisions

- "In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law."
- "If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary –such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs."

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

- During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

Procedures

- The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.
- Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.
- The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.
- Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.
- In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

(Amount of Loan / Amount of Loan + Borrower's Investment) = % of Net Proceeds that City is entitled to.

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Refer to Question #2 for Recapture provisions and procedures.

Resale

Provisions

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

- The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.
- Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.
- If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.
- Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.
- The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two ways methods described below. The method used is identified in the RRA:

- Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or
- Determination using a CPI method to calculate the increase (or decrease) in value of the property. The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus

the costs of bringing the housing unit up to current building codes and in a salable condition.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program any longer. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook are provided to all HESG subrecipients.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Santa Barbara to Los Angeles.

- b. All interested agencies are required to attend information workshop/application training on the process, which includes all deadline dates and times.

c. Interested agencies then submit their application, letter of interest, project overview and qualifications. Those agencies meeting all of the minimum qualifications are then asked to attend an interview session by the Application Review Panel.

d. The Review Panel included three city staff persons, and three representatives from City Advisory Groups.

e. The Review Committee reviews all proposals and makes award/funding recommendations. These recommendations are then submitted to the City Council for approval.

f. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.

g. The Mayor and City Council directs the City Manager and staff to move forward with final processing.

h. Staff prepares all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.

i. Contracts are completed and services can begin on July 1.

j. All HESG contracts are awarded for two years.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve homeless.

5. Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- *Emergency Shelters*: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- *Transitional Housing*: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- *Rapid Re-housing*: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- *Eviction Prevention*: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- *MINIMUM STANDARDS*: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- *BUILDING AND HABITABILITY STANDARDS*: Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- *MONITORING*: City staff will monitor the use of grant funds through a combination of a thorough review of all submitted reports, review of audit or financial statements, and monitoring and site visits.

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$15,927 and 60% for street outreach and emergency shelter \$127,416 and prior year resources \$14,406; total \$141,822 for those cost categories. The City's 2019 action plan allows the maximum toward \$15,927 administration and planning, and a total of \$ or 32.5% toward other activities such as homeless prevention and rapid re-housing support \$69,018 and prior year resources \$15,800; total of \$84,818.

Revisions

Draft revisions subsequent to the initial draft Annual Action Plan will be available on the City's website:

<https://www.oxnard.org/city-department/housing/grants-management/>

DRAFT

City of Oxnard

Citizen Participation Plan

Amended July 10, 2018

Prepared by:

City of Oxnard – Housing Department – Grants Management

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Introduction

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

Purpose of the Citizen Participation Plan (OCP)

The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans and the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

Encouragement of Citizen Participation

A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.

The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

Consolidated Plan and Annual Action Plan Preparation

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

The U.S. Department of Housing and Urban Development (HUD) requires a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year consolidated plan and annual action plan.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of Oxnard's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA).

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

Environmental Reviews

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

Citizen Participation for Section 108 Loan Guarantee Program

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

- The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).
- The City will also publish a public notice which will include its proposed application so as to give affected citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.
- A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected. Citizens will have up to 30 calendar days and including the day of the public hearing to comment.
- Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

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

The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

The City has determined that an AFH/AI revision is necessary when:

- The material change in circumstances affects the information on which the AFH/AI is based;
- The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

- Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
- Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
- Advertisement of the availability of the proposed change on the City's website;
- Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or
- Holding meetings with citizens' advisory groups within the area affected by the significant revision.

Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

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

The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated.

To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to Housing Department, Grants Management Division.

Public Outreach and Access

The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community

based organizations, faith based organizations, philanthropic organizations, businesses and developers.

Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.

Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).

Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), the presidents of the public housing tenant advisory councils.

Funding Recommendations

Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:

- Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
- Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.

The Consolidated Plan and/or Annual Action Plan and the Activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD.

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

Displacement of Persons

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

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

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

Public Hearings

The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low/moderate income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.

The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. This meeting is mandatory for all applicants recommended for funding.

An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the

adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers.

The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations as appropriate and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, sub-recipients and other interested parties in the City of Oxnard.

Technical Assistance

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

Amendments to the Plan

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

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

Amendments will be considered substantial changes and require official action if;

- Grant funds are allocated to a new activity for the first time;
- A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more \$30,000 in ESG funding; or if,
- A funded activity is cancelled during the program year.

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

Reallocation of funding among program years is not considered a substantial change.

Program income will be allocated consistent with the Annual Action Plan and with HUD requirements. If program income is greater or less than the approved annual amount it will be cause for an amendment or an increase to funds available in subsequent year.

The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption.

Consolidated Annual Performance and Evaluation Report (CAPER)

The City will prepare the CAPER as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

Public comments will be considered and responded to as appropriate with a summary of the comments attached to the CAPER for submittal to HUD.

Availability of Documents

The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.

The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during working hours.

Citizen Participation Coordinator

The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

Comments and Complaints

The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.

The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.

Written comments, complaints and/or grievances can be submitted to Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

Contingency Plan in the Event of an Emergency/Disaster

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to ten calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City of Council is in recess.

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018

CITY OF OXNARD

2019 ANNUAL ACTION PLAN (AAP)

FUNDING RECOMMENDATIONS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG AVAILABLE RESOURCES

HUD CDBG Allocation	\$ 2,516,091
Program Income	\$ 100,000
Reprogram PY Resources	\$ 807,682
<u>TOTAL CDBG GRANT RESOURCES</u>	<u>\$ 3,423,773</u>

CDBG EXPENDITURES

RECIPIENT DEPT/DIV-ORGANIZATION

PROGRAM NAME

ADMINISTRATION - 20%

Housing Department-Grants Management	CDBG Administration & Planning	\$ 684,755
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PUBLIC SERVICES- not more than 15%

Cabrillo Economic Development Corporation	Summer to Remember - Youth Program	\$ 10,000
California Rural Legal Assistance, Inc.	Reentry Legal Assistance Project	\$ 10,000
Caregivers: Volunteers Assisting the Elderly	Caregivers: Volunteers Assisting the Elderly	\$ 12,500
County of Ventura-Human Services Agency	RAIN TLC Bridges To Home	\$ 10,000
Grey Law of Ventura County, Inc.	Legal Services for Seniors	\$ 10,000
Livingston Memorial Visiting Nurses Association	Subsidized Care Program	\$ 20,000
Long Term Care Services of Ventura County, Inc.	Ombudsman Program	\$ 12,500
Mixteco/Indigena Community Organizing Project	Voz de la Mujer Indigena	\$ 10,000
Oxnard Housing Department - Fair Housing	Fair Housing Program	\$ 108,000
Oxnard Housing Department - Homeless Services	Temporary Emergency Shelter	\$ 30,000
Oxnard Recreation Department	Colonia Memorial Park Veterans Gym	\$ 55,566
Oxnard Recreation Department	Colonia Boxing Gym	\$ 30,000
Oxnard Recreation Department	Colonia Recreation Center	\$ 49,800
Oxnard Recreation Department	Multi Service Center/ Del Sol Park Youth Services	\$ 25,200
Oxnard Recreation Department	Police Activities League - PAL	\$ 50,000
Oxnard Recreation Department	Palm Vista Senior Center	\$ 35,000
Oxnard Recreation Department	Senior Services Program	\$ 35,000
<i>Total Public Services Projects</i>		<i>\$513,566</i>

PUBLIC IMPROVEMENTS & OTHER CITY PROGRAMS

Oxnard Development Service Department	Code Compliance	\$ 233,000
Oxnard Fire Department	ALS Program Enhancement: Paramedic Support	\$ 70,000
Oxnard Fire Department	Fire Station Alerting Systems	\$ 225,000
Oxnard Housing Department	Multi Service Center Mural Project	\$ 5,217
Oxnard Housing Department-AHRD	Housing Services	\$ 200,000
Oxnard Housing Department - AHRD	Rehabilitation Loans Program	\$ 200,000
Oxnard Housing Department - Homeless Services	Homeless Shelter Building Improvement	\$ 384,987
Oxnard Public Works Department	Wilson Park Inclusive Playground	\$ 475,000
Oxnard Public Works Department	Pleasant Valley Park Restroom Project	\$ 325,000
Oxnard Public Works Department	Colonia Road Street Improvement	\$ 107,248
<i>Total Direct Benefits Projects</i>		<i>\$ 2,225,452</i>

TOTAL CDBG GRANT EXPENDITURES	<u>\$ 3,423,773</u>
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HEARTH EMERGENCY SOLUTIONS GRANT (HESG)**HESG AVAILABLE RESOURCES**

HUD HESG Allocation	\$	212,361
Reprogram PY Resources	\$	30,206
<u>TOTAL HESG GRANT RESOURCES</u>		\$ 242,567

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

Housing Department-Homeless	HESG Administration & Planning (7.5 %)	\$	15,927
Community Action of Ventura County	HEAP Expansion Project	\$	25,000
Oxnard Housing Department- Homeless Services	Rapid Re-Housing	\$	56,818
Oxnard Housing Department- Homeless Services	Street Outreach	\$	61,822
The Kingdom Center	Homeless Management Information System- HMIS	\$	3,000
The Kingdom Center	Emergency Shelter	\$	30,000
Turning Point Foundation	Our Place Shelter	\$	50,000
<u>TOTAL HESG GRANT EXPENDITURES</u>		\$	242,567

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

HUD HOME Allocation	\$	726,527
Program Income	\$	85,000
Reprogram PY Resources	\$	1,042,526
<u>TOTAL HOME GRANT RESOURCES</u>		\$ 1,854,053

Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10 %)	\$	81,153
Oxnard Housing Department - AHRD	CHDO Set-Aside (15%)	\$	121,729
Oxnard Housing Department - AHRD	Affordable Housing Development Project	\$	1,171,171
Oxnard Housing Department - AHRD	First Time Homebuyer Program	\$	480,000
<u>TOTAL HOME GRANT EXPENDITURES</u>		\$	1,854,053

ENTITLEMENTS GRAND TOTAL \$ 5,520,393

IN AND FOR THE COUNTY OF VENTURA
CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

Ciudad de Oxnard
AVISO DE LA REVISIÓN PÚBLICA DE 30 DÍAS
 DEL PLAN DE ACCIÓN ANUAL 2019-20

STATE OF CALIFORNIA
 COUNTY OF VENTURA

I, Luis Ayala
 hereby certify that Ventura County Vida Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit:

May 2, 2019

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

2nd day of May 2019

[Signature]
 (Signature)

Ciudad de Oxnard
AVISO DE LA REVISIÓN PÚBLICA
DE 30 DÍAS DEL PLAN DE ACCIÓN
ANUAL 2019-20

CON EL PRESENTE SE DA AVISO que el Consejo Municipal de la Ciudad de Oxnard (Consejo) presentará los Premios de Subsidios de Desarrollo de Vivienda y Desarrollo Urbano de los HUD (HUD) del año Fiscal 2019-20 y llevará a cabo una audiencia pública para recibir comentarios del público sobre las necesidades de los residentes de ingresos bajos a moderados de la Ciudad de Oxnard y los premios de programas para el AAP 2019 el martes 4 de junio de 2019, a las 6:00 pm, o un período como sea posible, en la Cámara del Concejo Municipal, 305 West Third Street, Oxnard, California.

ADemás, CON EL PRESENTE SE DA AVISO que el propietario de la audiencia es recibir comentarios públicos sobre la aprobación del Plan de Acción Anual 2019 (AAP).

La publicación de este aviso es el comienzo del período de revisión pública de 30 días requerido por el Plan de Participación de Ciudadanos y 24 CFR 91.105 (b) (2). El período de revisión pública y comentarios escritos comienza el 2 de mayo del 2019 y concluye el 4 de junio del 2019.

El Consejo considerará autorizar al Administrador de la Ciudad o a su designado a enviar electrónicamente el ConfPlan y AAP modificados a HUD el o antes del 12 de junio de 2019, u según lo que exija el HUD.

ANTECEDENTES

Cada año, la Ciudad ha participado en programas de subvenciones patrocinados por HUD Subvenciones en Bloque para el Desarrollo Comunitario (CDBG), HOME la Ley de Asociaciones de Capital (HOME) y el Programa de Subvenciones HEARTH para Soluciones Urgentes (HESG).

Atendiendo del 15 de abril de 2019, HUD asignó las siguientes cantidades a la Ciudad de Oxnard para el Año del Plan 2019:

ASIGNACIONES DE HUD 2019	
CDBG	\$ 2,516,091
HOME	\$ 776,527
HESG	\$ 212,361

PLAN DE ACCIÓN ANUAL 2019 (AAP)

El AAP establece las actividades planificadas para lograr las metas y objetivos del ConfPlan. La Ciudad propone financiar las actividades del AAP de 2019 con las asignaciones de HUD del 2019, los ingresos del programa y los recursos del año anterior, de la siguiente manera:

Asignación FY 2019-2019	\$ 2,516,091
Ingresos estatales del programa	100,000
Recursos de los años anteriores	807,482
Total de fondos de HUD disponibles:	\$ 3,423,573

PROYECTOS PROPUESTOS DE CDBG

Administración y planificación	1	66,735
Proyectos de vivienda a escala de ciudad	2	313,166
TOTAL DE ACTIVIDADES PROPUESTAS DE CDBG PROPUESTAS	3	\$ 379,901

HOME LA LEY DE ASOCIACIONES DE CAPITAL

Asignación FY 2019-2019	1	776,527
Asignación de fondos de HUD	2	100,000
Total de fondos HOME disponibles:	3	\$ 876,527

PROYECTOS PROPUESTOS DE HOME

Administración y planificación	1	8,122
Proyectos de vivienda a escala de ciudad	2	17,779
TOTAL DE ACTIVIDADES PROPUESTAS DE HOME PROPUESTAS	3	\$ 25,901

HESG (LAW DE SOLUCIONES URGENTES PARA LA VIVIENDA)

Asignación FY 2019-2019	1	212,361
Ingresos estatales del programa	2	100,000
Total de fondos HESG disponibles:	3	\$ 312,361

PROYECTOS DE HESG PROPUESTOS

Administración y planificación	1	13,927
Proyectos de vivienda a escala de ciudad	2	10,122
TOTAL DE ACTIVIDADES PROPUESTAS DE HESG PROPUESTAS	3	\$ 24,049

TOTAL DE ACTIVIDADES PROPUESTAS

Asignación FY 2019-2019	1	3,423,573
Ingresos estatales del programa	2	100,000
Total de fondos disponibles:	3	\$ 3,523,573

COMENTARIOS PÚBLICOS

Copias del borrador del ConfPlan, AAP y el CFP quedan disponibles para revisión pública en las siguientes direcciones:

Administración Principal de la Ciudad de Oxnard
 305 West Third Street, primer piso
 Oxnard, CA 93030

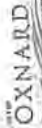
Vicepresidente Municipal de la Ciudad de Oxnard
 305 West Third Street, primer piso
 Oxnard, CA 93030

Departamento de Vivienda de la Ciudad de Oxnard
 435 South 7th Street

Si desea asistir a la audiencia, el personal le ayudará que se comunique con la Oficina del Secretario Municipal al (805) 345-7907 el jueves anterior a la fecha programada para confirmar que la audiencia no ha sido reprogramada. Las personas con discapacidades que necesitan asistencia especial para asistir a la audiencia o las personas que requieren un intérprete de idiomas deben comunicarse con la Oficina del Secretario Municipal al menos 72 horas antes de la junta.

Para obtener más información, comuníquese con Rod Duncan, Administrador de Subvenciones, al (805) 345-7954. Consultar por correo electrónico: rduncan@oxnard.org

City of Oxnard - Housing Department
 Grants Management Division
 435 South D Street
 Oxnard, CA 93030



2019 ANNUAL ACTION PLAN

CITY COUNCIL

June 4, 2019 MEETING

ANNUAL ACTION PLAN

CDBG



Community Development Block Grant
Building Better Neighborhoods



Home Investment Partnerships
Program



Emergency Solutions Grant

HUD ALLOCATIONS

FIVE YEAR ENTITLEMENT SUMMARY

	2015	2016	2017	2018	2019
CDBG	\$2,131,803	\$2,201,149	\$2,183,330	\$2,502,719	\$2,516,091
HOME	\$561,174	\$595,832	\$532,053	\$791,219	\$726,527
ESG	\$191,219	\$191,905	\$198,164	\$196,549	\$212,361
TOTAL	\$2,884,196	\$2,988,886	\$2,913,547	\$3,490,487	\$3,454,979

ANNUAL ACTION PLAN



ANNUAL ACTION PLAN

<u>CDBG Categories</u>	<u>FY 2018-2019 Approved</u>	<u>FY 2019-2020 Recommended</u>	 EQUAL HOUSING OPPORTUNITY	
Administration	546,744	\$ 684,755		
<u>Public Services</u>				
Cabrillo Economic Development Corp-Youth	No application	\$10,000		
California Rural Legal Assistance	No application	\$10,000		
Caregivers: Volunteers Assisting the Elderly	No application	\$12,500		
County of Ventura-Human Services Agency RAIN	\$22,700	\$10,000		
Mixteco & Indigena Community Organizing Project	No Application	\$10,000		
Police Activities League	\$74,000	\$50,000		
Fair Housing	\$89,071	\$108,000		COUNTY OF VENTURA

ANNUAL ACTION PLAN

Public Services Continued

FY 2018-2019

FY 2019-2020

Temporary Emergency Shelter	No Application	\$30,000
Grey Law of Ventura County	No application	\$10,000
Livingston Memorial Visiting Nurses Association	\$27,300	\$20,000
Long Term Care Services of Ventura County	No Application	\$12,500
Colonia Gym	\$43,800	\$55,566
Colonia Boxing Gym	\$20,000	\$30,000
Multi Service Center and Del Sol Park Youth Services	No Application	\$25,200
Colonia Recreation Center	No Application	\$49,800
Palm Vista Senior Center	No Application	\$35,000

Livingston Memorial
VISITING NURSE ASSOCIATION



ANNUAL ACTION PLAN

Public Services Continued

FY 2018-2019

FY 2019-2020

Senior Services Program

\$21,800

\$35,000

Public Service Total

\$375,071

\$513,566

Public Services Unfunded

FY 2018-2019

FY 2019-2020

Boys and Girls Club

\$18,500

\$0

Community Action Ventura
County Employment Readiness

No Application

\$0

Ventura County Community
Development Corporation

\$15,000

\$0



ANNUAL ACTION PLAN

<u>Public Improvements</u>	<u>FY 2018-2019 Approved</u>	<u>FY 2019-2020 Recommended</u>
Code Compliance	\$200,000	\$233,000
Fire ALS Program Vehicle	No Application	\$70,000
Fire Station Alerting Systems	No Application	\$225,000
Multi Service Center Mural	No Application	\$5,217
Housing Services	\$230,000	\$200,000
Rehabilitation Loans Program	No Application	\$200,000
Homeless Shelter	\$200,000	\$384,987



Code
Compliance



ANNUAL ACTION PLAN

Public Improvements Continued

	<u>FY 2018-2019</u>	<u>FY 2019-2020</u>
Wilson Park Inclusive Playground	No Application	\$475,000
Pleasant Valley Park Restroom	No Application	\$325,000
Colonia Road Improvement	\$107,248	\$107,248
Public Improvements Total	\$1,811,904	\$2,225,452

Public Improvements Unfunded

	<u>FY 2018-2019</u>	<u>FY 2019-2020</u>
Etting Road Off-site Improvements	\$34,987	\$0



ANNUAL ACTION PLAN



Home Investment Partnerships Program

ANNUAL ACTION PLAN

HOME	<u>FY 2018-2019 Approved</u>	<u>FY 2019- 2020 Recommended</u>
Administration (10%)	\$91,622	\$81,153
CHDO Set-Aside (>15%)	\$137,433	\$121,729
Affordable Housing Programs	\$465,461	\$1,651,171
TOTAL	\$916,219	\$1,854,053

HOME Unfunded	<u>FY 2018-2019 Approved</u>	<u>FY 2019- 2020 Recommended</u>
Cabrillo Economic Development Corporation	\$221,703	\$ 0



ANNUAL ACTION PLAN

EMERGENCY SOLUTIONS GRANT



ANNUAL ACTION PLAN

HEARTH ESG

	<u>FY 2018-2019 Approved</u>	<u>FY 2019- 2020 Recommended</u>
Administration (7.5%)	\$14,741	\$15,927
Community Action Ventura County Homeless Prevention	No Application	\$25,000
Oxnard Housing Rapid Rehousing	No Application	\$56,818
Oxnard Housing Street Outreach	No Application	\$61,822
Kingdom Center HMIS	\$0.00	\$3,000
Kingdom Center Emergency Shelter	\$30,000	\$30,000
Turning Point Emergency Shelter	\$48,854	\$50,000
TOTAL	\$93,595	\$242,567



COMMUNITY ACTION OF VENTURA COUNTY



THANK YOU

HOUSING DEPARTMENT

4 June 2019



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.2.

DATE: June 4, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Planning & Zoning Permit No. 19-580-03 (Zoning Text Amendment - ZTA) – Amendments to Chapters 11 and 16, of the Oxnard City Code (OCC) Pertaining to Manufacturing, Testing, and Distribution of Cannabis. (20/15/10)

RECOMMENDATION

That the City Council:

1. Following the public hearing, approve the first reading by title only and waiving further reading an Ordinance of the City Council of the City of Oxnard adding Article XVI to Chapter 11 and amending Chapter 16 of the Oxnard City Code to permit cannabis manufacturing, testing, and distribution.
2. Adopt a resolution approving the live scan procedure to adopt an Originating Agency Identification (ORI) number to permit the City to obtain both state and federal (FBI) criminal histories for the regulation of cannabis applicants.

BACKGROUND

On June 26, 2018, the City Council conducted a study session to evaluate the types of cannabis related uses that may be permitted in the City. Background information provided to the City Council for its consideration at the study session included the “Fiscal Analysis and Feasibility Study of the Commercial Cannabis Industry” prepared by the City’s cannabis consultant, HdL. At this meeting, the City Council directed staff to proceed with evaluating the siting and land use regulations associated with the following cannabis related uses: 1) Retail (medical and non-medical); 2) Manufacturing; 3) Distribution; 4) Testing Laboratories; and 5) Cultivation (herein referred to as “types of cannabis operations”).

On October 2, 2018, the City Council received a presentation regarding land use and siting (location) options associated with types of cannabis operations in zoning designations throughout the City of Oxnard. At this meeting, City Council was presented with information regarding the number of cannabis businesses which could be supported by various types of cannabis operations in the City. The City Council was supportive of advancing cannabis regulations for manufacturing, testing, and distribution of cannabis. The full council agendas and videos of the June 26, 2018 and October 2, 2018 City Council meetings are available at <https://www.oxnard.org/city-meetings/>.

City Council’s general direction pertaining to these types of cannabis operations is as follows:

Cannabis Operations	Number of Establishments "Go Slow" Approach	City Council Feedback and Discussion
Retail Dispensaries	8	Potential support; evaluate in next 6-8 months
Manufacturing	8	General support; develop

		regulations 4-6 months
Distribution	3	General support; develop regulations 4-6 months
Testing Laboratories	1	General support; develop regulations 4-6 months
Cultivation	2	Potential support; evaluate in next 8-12 months

Consistent with City Council direction, a draft cannabis Manufacturing, Testing, and Distribution ordinance has been prepared reflecting Council’s direction. The draft ordinance is proposed to be located in Chapter 11 (Permits) with reference to the required planning permit within the Oxnard City Code (Chapter 16).

On April 4, 2019 the Planning Commission reviewed the draft Manufacturing, Testing, and Distribution ordinance and recommended 5:0 (two Commissioners absent) adoption of the attached ordinance. There was general support from the Commission to give priority to Ventura County residents when reviewing potential cannabis applicants. In order to implement the Ordinance, staff is preparing cannabis procedure guidelines including evaluation criteria; this is included as one element of the evaluation criteria. At the Commission meeting there were approximately 7 members of the public that spoke in support of the ordinance with no one speaking in opposition to the draft ordinance. Written comments pertained to questions regarding the cannabis application review process, as well as dispensaries; one comment resulted in a modification to the duration of security, as 24-hour security is not typically required for manufacturing, testing, and distribution of cannabis. Members of the public also requested that the Manufacturing, Testing, and Distribution ordinance include a social equity component. Social equity in cannabis is designed to support equal opportunity in the cannabis industry by making legal cannabis business ownership and employment opportunities more accessible to low income individuals and communities most impacted by the criminalization of cannabis. Integration of a social equity component is more commonly placed within a dispensary ordinance. At the Planning Commission meeting there was not support for the incorporation of social equity components.

ANALYSIS/DISCUSSION

In accordance with Health and Safety Code Section 11018 and Oxnard City Code Section 11-390, “Cannabis” is defined as “all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Article, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.”

Potential Cannabis Distribution, Manufacturing, Testing/Laboratory Operations

The June 2018 HdL study indicated that cannabis manufacturing presented the best opportunity for growing new business and jobs in the City. It also noted that the manufacturing sector was still evolving and expanding, which also presented significant opportunity for innovation, business development, and job growth. Finally, the report noted that due to Oxnard’s location directly between the vast greenhouses of Santa Barbara County and the larger consumer base of Los Angeles, Oxnard could be well positioned to attract cannabis distributors as well as testing laboratories.

Distribution is a fundamental component of the cannabis supply chain and involves the procurement, sale, and transport of cannabis and/or cannabis products. Distribution facilities are commonly located in industrially zoned areas. Manufacturing and testing typically involve the preparation, propagation or compounding of cannabis that involves chemicals and materials which are regulated by the state. These uses are typically within industrial zones away from

residential areas.

Cannabis Manufacturing

State regulations define “manufacturing” as it relates to cannabis as “all aspects of the extraction and/or infusion processes, including processing, preparing, holding, storing, packaging, or labeling of cannabis products”. (California Code of Regulations, Title 17, Section 40100.) The definition of “manufacturing” also includes “any processing, preparing, holding, or storing of components and ingredients”. The manufacturing sector is still evolving and expanding, which presents significant opportunities for innovation, business development and job growth. In 2017, sales of ready-to-use cannabis products surpassed sales of cannabis flower for the first time, and the trend appears likely to continue into the future. Clear regulatory policies and competitive tax rates will be essential for attracting or holding on to this growing sector. Manufacturing business represents over 50% of all cannabis sales, by price (not volume).

Testing Laboratories

Cannabis Testing Laboratories will be required to perform testing on cannabis goods. Upon completion of the test, the laboratory generates a certificate of analysis that contains the results of the testing and whether the tested batch passed or failed. (California Code of Regulations, Title 16, Section 5726.) The owners of any testing laboratories are prohibited by law from having any level of ownership in any other type of cannabis business.

Distribution

Distributors are the only licensed business type that can transport inventory between licensed cannabis businesses. (California Code of Regulations, Title 16, Section 5311.) Distribution licensees are responsible for securing large quantities of inventory, while ensuring it is properly tested and transported to licensed businesses. (California Code of Regulations, Title 16, Section 5304.) Distributors must have expertise in product movement, as well as checking for compliance with packaging and labeling requirements. In addition to transporting inventory between licensees, distribution companies will also be responsible for ensuring the examination of inventory at a testing laboratory and the collection of the State’s excise taxes, before releasing the product to a retailer.

Potential Manufacturing, Testing, and Distribution Locations

In October 2018, Council recommended that the City should adhere to the state mandated 600 foot buffer and not impose a more stringent distance separation requirement. This means that cannabis cannot be located closer than 600 feet from any sensitive use, which is defined by state law as K-12 schools (including private and charter schools), day care centers, youth centers, and public parks. (Business and Professions Code Section 26054, subd. (b); California Code of Regulations, Title 16, Section 5026.)

The October 2018 City Council staff report identified potential locations throughout the City where cannabis manufacturing, testing, and distribution could potentially be located. City Council was generally supportive of these uses in these areas. These areas are generally located within the Business and Research Park (BRP), Limited Manufacturing (M-L), Light Industrial (M-1), and Heavy Industrial (M-2) zoned areas.

Potential Manufacturing, Distribution, & Testing locations are identified within Attachment A. Because the Rose Santa Clara Corridor Specific Plan contains zoning designations which do not directly align with the City’s zoning designations, an additional map for this area has been prepared to identify general siting locations. Given that cannabis siting contains specific limitations (proximity to sensitive uses as defined in this staff report), both of the attached maps should be considered “conceptual locations”. The precise locations will be determined through discussions with the Community Development Department and as part of the Cannabis Business Permit review process. The maps within Attachment A should be considered Overlay Maps. An overlay is a procedure that estimates the attributes of one or more features (potential locations and buffer areas) by superimposing them over other features (zoning). Potential

manufacturing, testing, and distribution would be generally located in the following locations:

- Rose Santa Clara Corridor Specific Plan area (Business Park and Commercial) – north of US 101, west of N. Rice Ave., and generally east of Paseo Mercado;
- Sakioka Farms Specific Plan area (Industrial and Business Research Park) – south of US 101, east of N. Rice Ave.;
- McInnes Ranch Specific Plan area (Industrial) - south of Sakioka, and north of W. Fifth Street, east of N. Rice Ave.;
- Northfield Seagate (Industrial) – west of N. Rice Ave., north of W. Fifth Street, south of US 101;
- Channel Islands Business Center (Industrial) - south of Wooley Rd., west of S. Rose Ave., and north of E. Channel Island Blvd.;
- Statham Blvd. (Industrial) – west of S. Rose Ave., north of Channel Islands Blvd., east of Rose Ave.; and
- Arcturus (Industrial) – north and south of E. Hueneme Rd., west of Perkins, Ormond Beach area.

In some locations, the Potential Industrial Areas are oddly shaped. This is because the 600 foot measurement is from parcel to parcel (boundary line to boundary line) and in some location areas are retained as one parcel with multiple buildings/land uses. With this in mind, the manufacturing, testing, and distribution map should be considered an “Overlay Maps” which means that locations for these uses are conceptually identified with specific land use siting being determined through the Cannabis Business Application Process (see process below).

Cannabis manufacturing, testing, and distribution are not proposed within the Coastal Zone. Future allowance of cannabis uses within the Coastal Zone would require an amendment to the City’s Local Coastal Zoning Ordinance.

Cannabis Best Practice Considerations

Operational standards are contained in Section 11.437 and 11.440 -11.444 of the attached draft ordinance. The standards have been designed to protect the public health safety and welfare by implementing regulations to address concerns regarding: odor, noise, safety, security, lighting, water usage, and community benefits.

Permit Review Process

As identified in the attached draft cannabis Manufacturing, Testing, and Distribution ordinance, the process to secure a Special Use Permit (SUP) to operate this use involve steps which must be accomplished prior to submittal of the SUP. The process will be further clarified through cannabis business application procedure guidelines which will be administratively prepared and which will implement in more specificity procedures identified in the Draft Ordinance.

A Cannabis Business Application Review Committee (“Committee”) made up of a representative from the Police, Planning and Fire Departments, as well as Business Licensing, and as needed a representative from the City’s Cannabis consulting team (HdL), will review applications and vet them through the City Manager’s office. The Committee composition may change when finalizing the cannabis business application guidelines.

Cannabis Manufacturing, Testing, and Distribution Application Review Steps:

1. Submittal of cannabis business permit application and determination of eligibility (Section 11.417).
2. Commercial cannabis business permit selection process and first ranking (Section 11.426).
3. Interview and second ranking; review based upon evaluation criteria which will be developed through the City Manager’s office. Draft evaluation criteria are contained in Attachment B. The criteria along with the application materials are being refined through the City’s internal cannabis review committee. Application materials are not traditionally reviewed and approved by the City Council and but are written to implement the City’s code requirements and state mandates.
4. Final approval and allowance to submit an application (11.426, (c.) for a Commercial Cannabis Business Permit (allowance to submit an application for an SUP).

5. Submittal of an SUP.

The requirements and vetting of applications is a competitive process and will enable the City to secure the most viable and desirable cannabis businesses. HdL has indicated that it is likely that the market can support more manufacturing, testing, and distribution uses than conceptually authorized by City Council and identified in the draft ordinance. For this reason, and to ensure the City receives the best possible applicants, the City's cannabis consultant recommended implementation of a competitive multi-step process.

A few key provisions of the draft Manufacturing, Testing, and Distribution ordinance:

- Permits are annually reviewed through the City Manager's office.
- Appeals of decisions made after Step 3 (see above) are allowed.
- A denied applicant cannot resubmit within 1 year.
- Transfer of licenses is not permitted.
- An offer of community benefit is required upon advancement to Step 5. Examples, include: community contributions, volunteer services and/or economic incentives (see Section 11.446).
- Best practices are implemented through the ordinance.
- Required approvals are secured through the Fire, Police, and Building and Safety Departments.

Phase 2 of the cannabis consultant's (HdL Consultants) contract for processing of requests for approval of cannabis businesses, along with the fee for the processing of the SUP for Manufacturing, Testing, and Distribution of cannabis will be presented to the City Council on July 2nd. This fee will include costs incurred by the City's consultant and all departments involved in the review of the permit request, including yearly renewal.

ENVIRONMENTAL IMPACT

In accordance with California Public Resources Code Sections 21000 et seq. and State California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), Planning staff have determined that the proposed zoning text amendment is exempt from CEQA pursuant to Sections 15061 and 15305 of Title 14, Division 6, Chapter 3 of the California Code of Regulations.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

On June 5, 2018, the City Council approved placing a cannabis tax on the November 8, 2018 general election ballot. This measure established a cannabis business tax on cannabis, including Manufacturing, Testing, and Distribution of cannabis and was passed by the voters.

HdL has reviewed applications and proforma for more than 1,500 cannabis businesses in California, and identified that gross receipts ranged from around \$1 million to over \$5 million, with an average in the range of \$2 million to \$3 million. Assuming 8 manufacturers with average gross receipts of \$2.5 million would generate total receipts of \$20 million. Applying a tax rate of 2.5% would generate \$500,000 in annual tax revenues for the City. A rate of 4% would generate \$800,000 annually.

Cannabis distributors are a recent construct of law in California. Based upon an estimate of 3 free-standing distributors (as opposed to cultivators or manufacturers that self-distribute their own product) it is estimated that approximately \$7.5 million could be generated. Applying a tax of 2% would generate \$150,000 in annual revenue for the City. A rate of 3% would generate \$225,000 annually. HdL estimates that cannabis testing laboratories could average around \$2 million in annual gross receipts. Applying a 1% tax rate to a single testing laboratory would generate \$20,000 in annual revenue for the City, and a tax rate of 2.5% would generate \$50,000.

The permitting process for manufacturing, testing, and distribution of cannabis would likely not result in revenues being generated until late in Fiscal Year 2019-20 at the earliest.

COMMITTEE OUTCOME

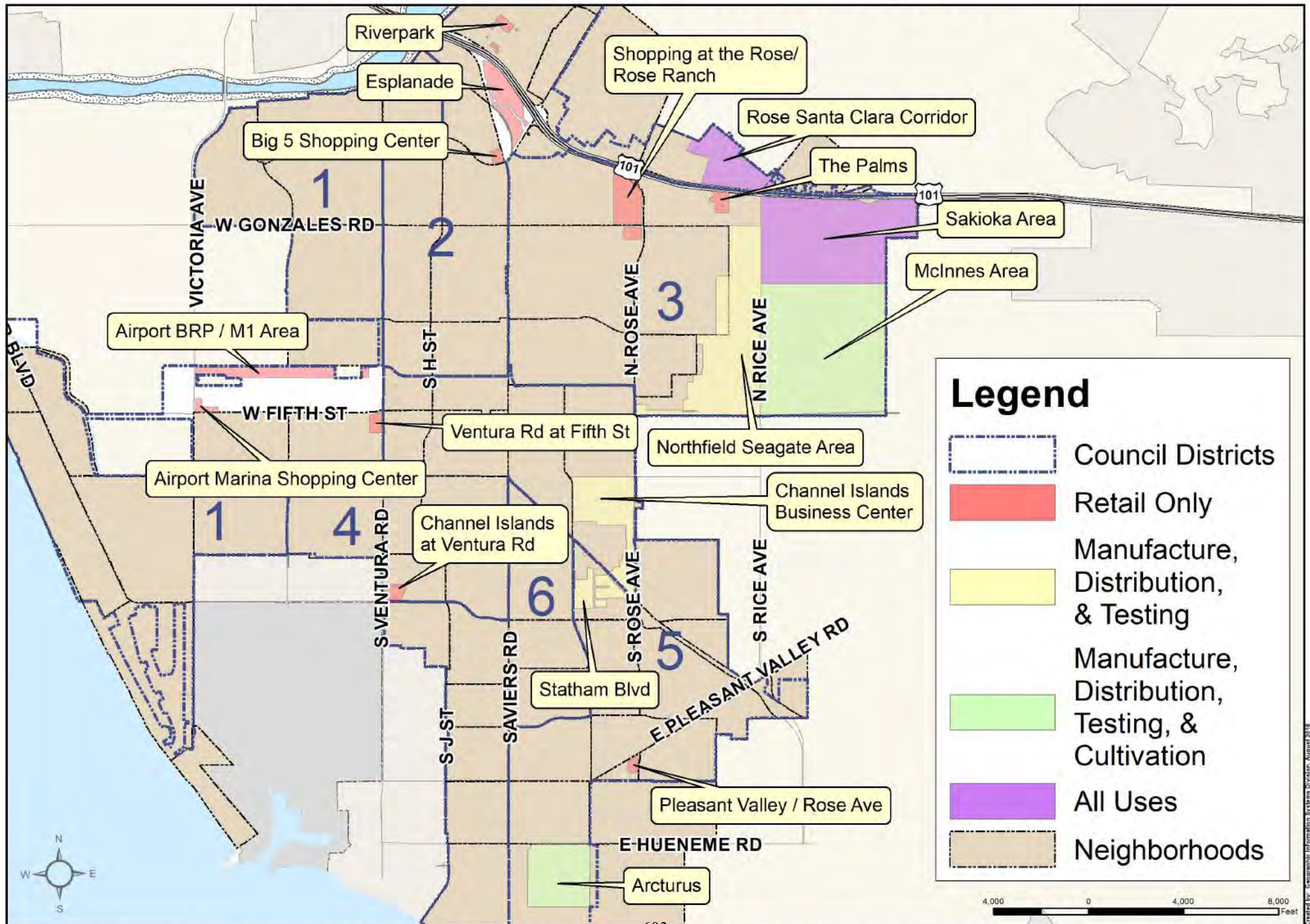
This item is a Public Hearing and was heard by the Planning Commission, therefore the item did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Environmental Services Manager

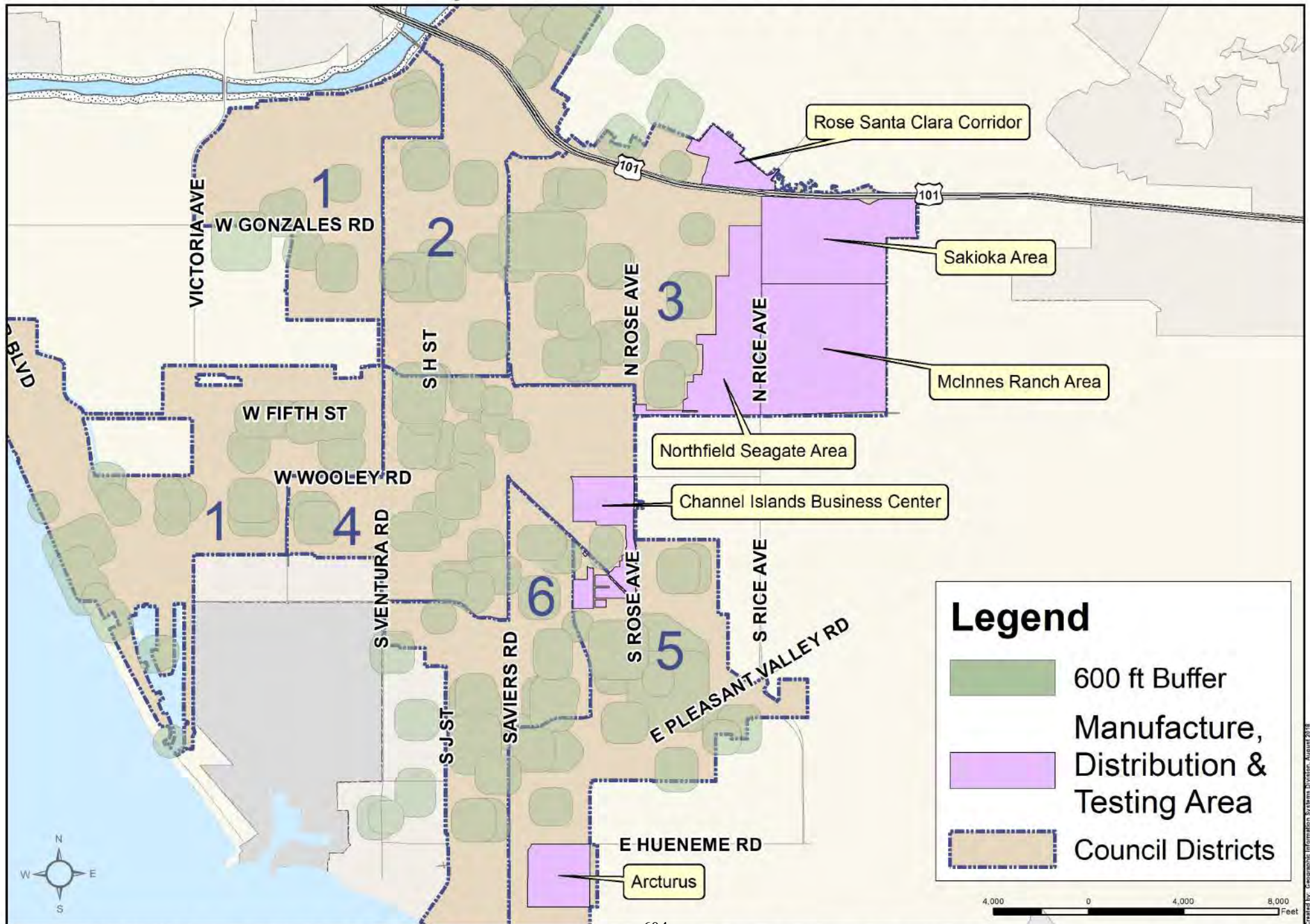
ATTACHMENTS

1. Attachment A - Overlay Maps - Potential Manufacturing, Distribution, & Testing locations, refined
2. Attachment B - Draft Cannabis Evaluation Criteria
3. Attachment C - Draft Cannabis Ordinance - Manufacturing, Distribution and Testing
4. Attachment D - Live Scan Resolution
5. Presentation Cannabis Ordinance

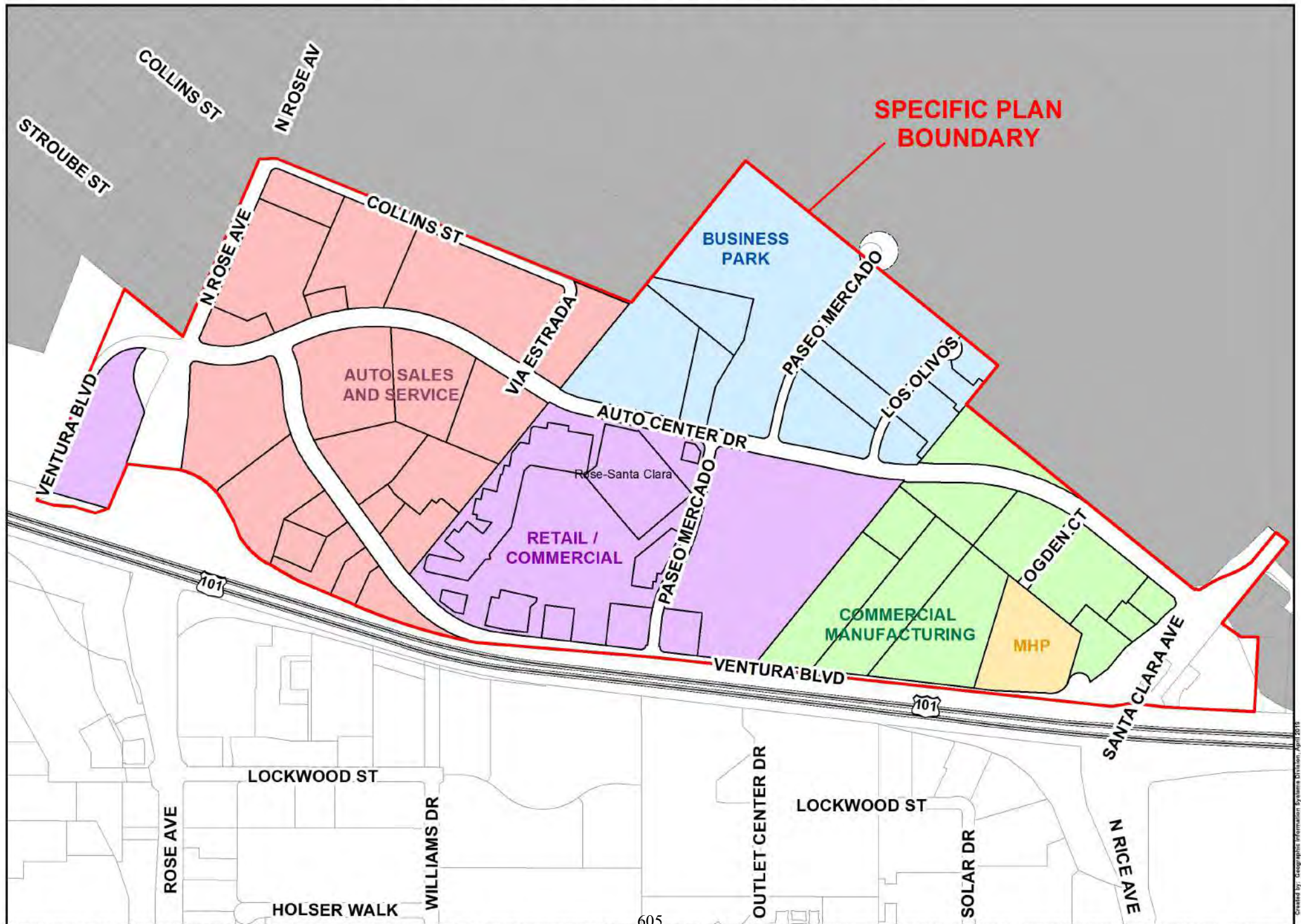
POTENTIAL CANNABIS AREAS



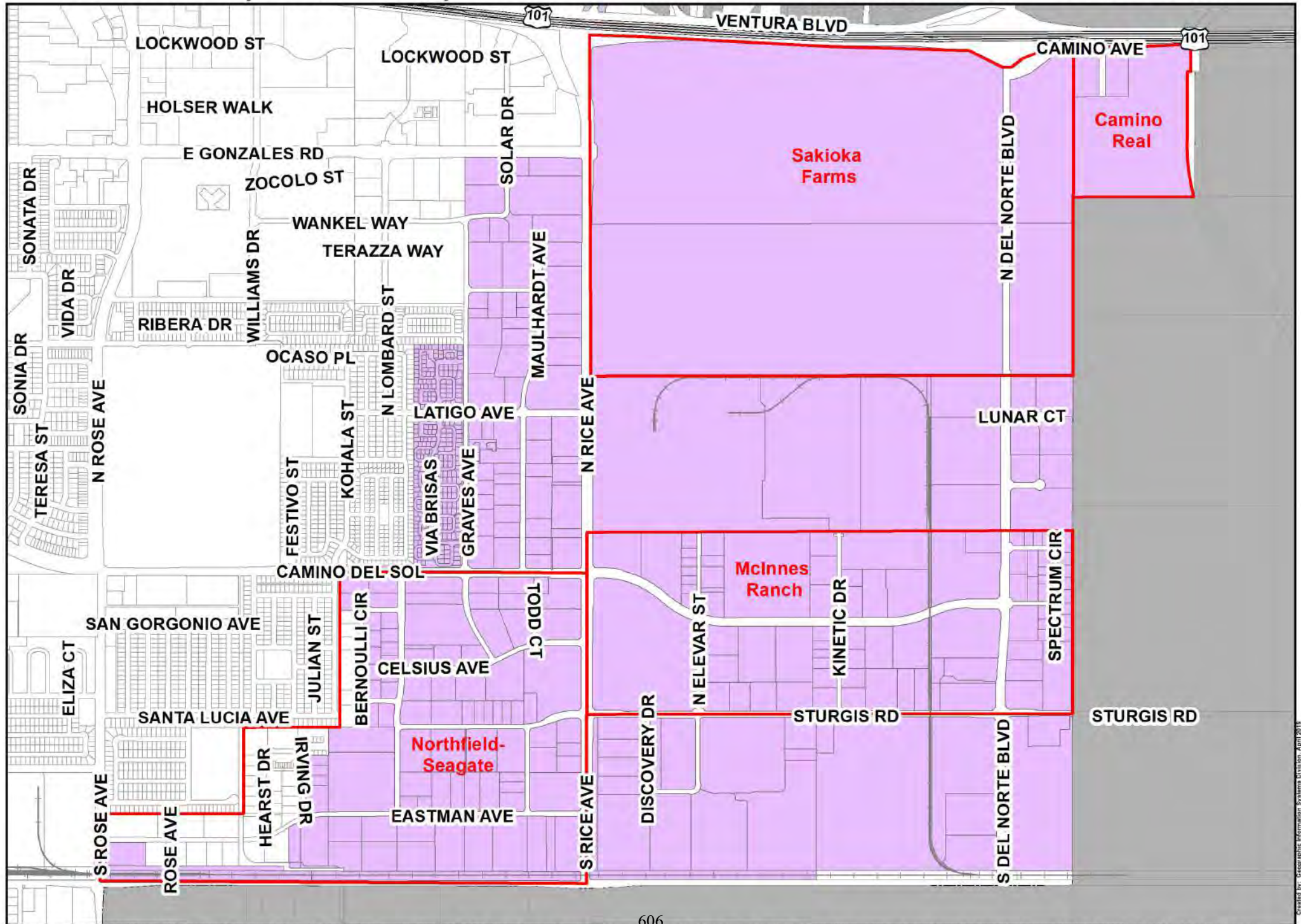
MANUFACTURE, DISTRIBUTION & TESTING MAP



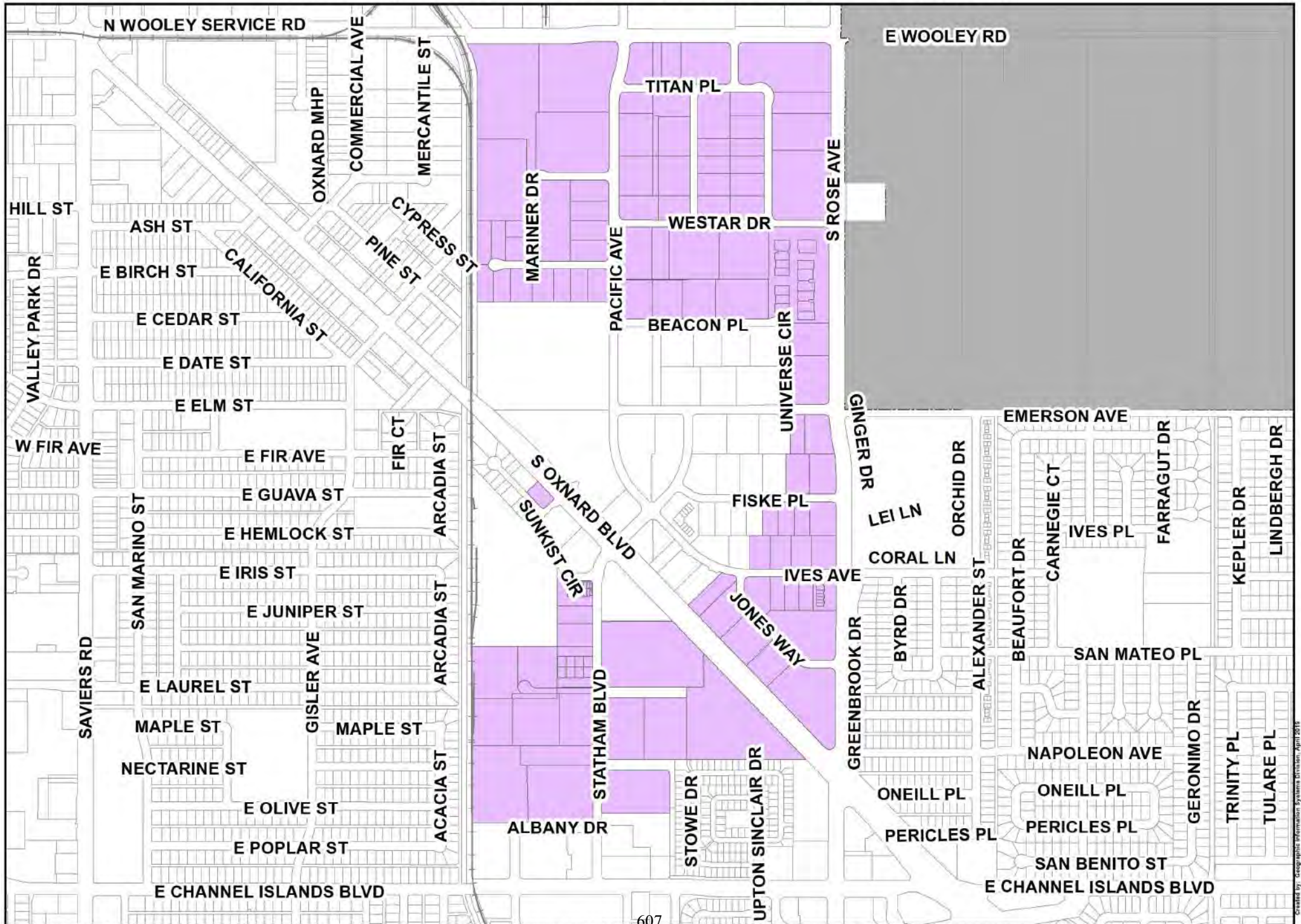
ROSE / SANTA CLARA



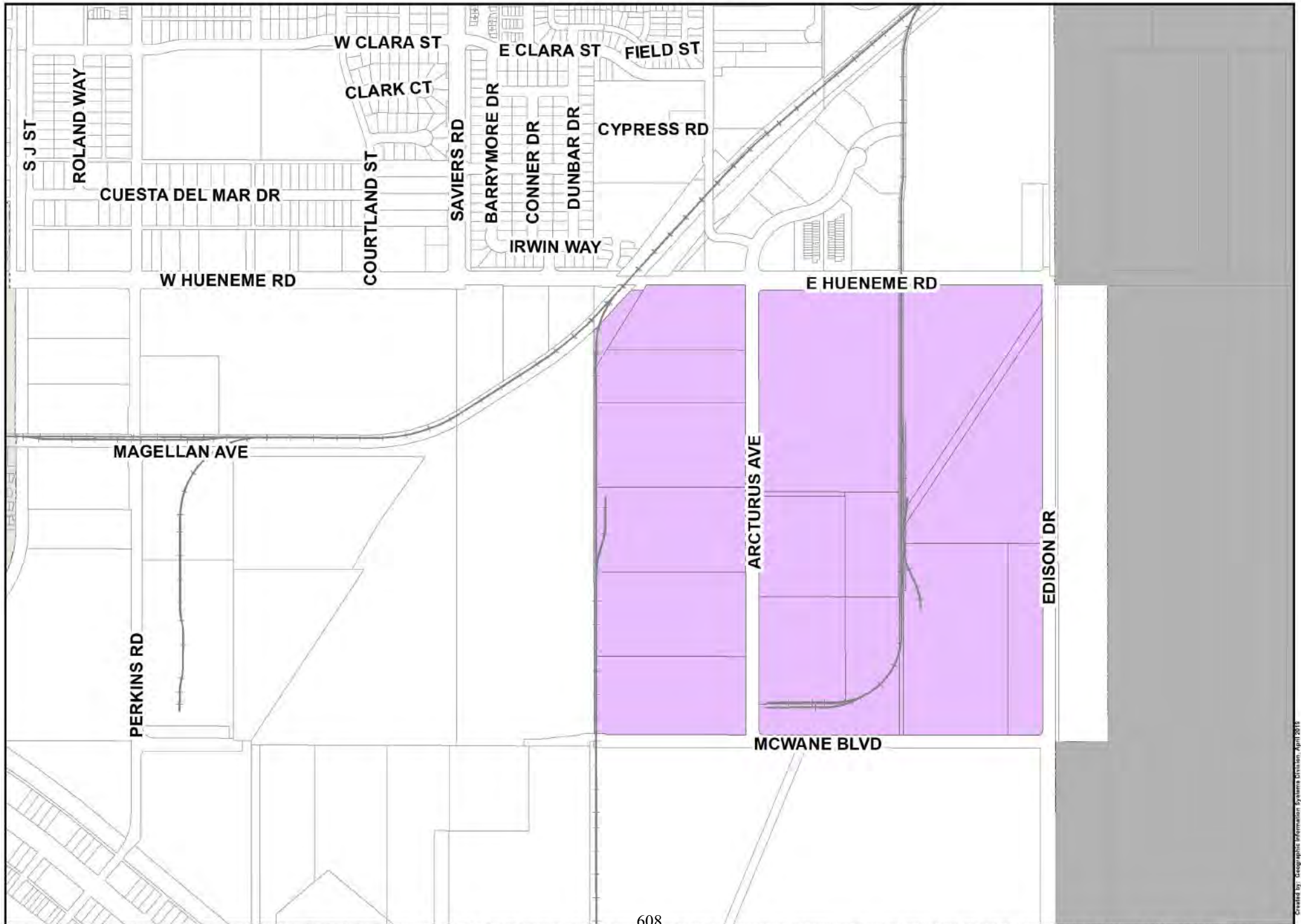
MCINNES, SAKIOKA, CAMINO REAL & NORTHFIELD-SEAGATE



CHANNEL ISLANDS BUSINESS CENTER



ARCTURUS



APPENDIX A: DESCRIPTION OF EVALUATION CRITERIA

The following information must be submitted behind tabs labeled with the respective criteria header.

CRITERIA

Qualifications of Owners: The application shall include information concerning any special business or professional qualifications or licenses of Owners that would add to the number or quality of services that the cannabis business would provide, especially in areas related to medical cannabis, such as scientific or health care fields.

Location: The application shall include the following:

- Physical address and a detailed description of the proposed location, including the overall property, building and interior floor plan.
- Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in OCC Section 11.433.
- Proof of ownership, or a notarized letter of the owner's willingness to lease.
- Vicinity map
- Photographs of existing site and buildings
- Site diagram for each proposed location, including at a minimum:
 - Dimensions of subject property – including square footage
 - Location and dimensions of all buildings and structures – including square footage
 - Location of all parking areas and driveways and means of ingress and egress to the property
 - Uses for all buildings and structures indicated on the site plan
 - If any exterior alterations are proposed for the existing building(s), attach proposed site plans
- Floor diagram for each proposed location, including at a minimum:
 - Interior and exterior walls and partitions, entrances and exits, rooms, doorways, windows
 - Dimensions and square footage of all interior spaces
 - Proposed uses of all interior spaces

Business Plan: With as much detail as possible, the business plan shall include:

- Organizational structure documents (e.g., Articles of Incorporation, bylaws, partnership agreements, etc.)
- Organizational chart
- Description of day-to-day operations for each license type being sought. The proposed operations should acknowledge both State and local laws and should be consistent with industry best practices.
- Description of how the cannabis business will conform to local and State law per OCC Section 11.413.
- Description of how cannabis inventory will be tracked and monitored to prevent diversion.
- Schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.
- Budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operation costs.
- Description of the source(s) of capital and use(s) of capital funds. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs.
- Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.
- Pro forma for at least three years of operation.
- CULTIVATION APPLICANTS ONLY: A cultivation plan that includes, but is not limited to:
 - A detailed premises diagram showing all boundaries and dimensions of the following areas: canopy, chemical storage, processing, packaging, composting, harvested cannabis storage
 - A lighting diagram, including the locations of all lights and the maximum wattage of each light
 - Water plan, including water supply sources and plans for runoff

APPENDIX A: DESCRIPTION OF EVALUATION CRITERIA (cont'd)

Labor & Employment Plan/Local Employment: The application shall describe to what extent the business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees. Specific practices that are subject to consideration include providing compensation to and opportunities for continuing education and training of employees/staff (applications should provide proof of the cannabis business policy and regulations to employees). The application shall state the extent to which the cannabis business will be a locally managed enterprise whose owners reside within Oxnard and/or the County of Ventura.

Compatibility Plan: The application shall describe how the cannabis business, including its private, semi-private and surrounding public areas, will be proactively managed to avoid becoming a nuisance or having negative impacts on its neighbors and the surrounding community.

Safety Plan: The application shall include a detailed safety plan, including:

- A detailed diagram of the overall facility's safety features.
- Written description of safety features, including but not limited to fire prevention, suppression, HVAC and alarm systems.
- An assessment of the facility's fire safety plan by a qualified licensed fire prevention and suppression consultant. An appropriate plan will consider all possible fire, hazardous material, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each specific situation.

Security Plan:* The application shall include a detailed security plan prepared by a licenses security consultant, including:

- A detailed diagram of the facility's overall security features.
- A security diagram capable of demonstrating the location of all cameras and recording equipment (DVR/NVR), access control equipment and all safes, vaults or locked and secured rooms.
- Written description of operational security, including but not limited to, general security policies for the facility, employee specific policies, training, sample written policies, transactional security, visitor security, 3rd party contractor security, and delivery security. Additionally, applications should address ingress and egress access, perimeter security, product security (at all hours), internal security measures for access (area specific), types of security systems (alarms and cameras), and security personnel to be employed.
- An assessment of site security by a qualified licensed security consultant.

*** Security plans will not be made public.**

Environmental Factors: The application shall describe any proposed "green" business practices relating to energy and climate, water conservation, and materials and waste management.

Community Benefits: The application shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives.

All diagrams must include a north arrow, be drawn to a minimum scale of $\frac{1}{4}" = 1'$ and folded to a minimum size of 8.5" x 11" and a maximum size of 8.5" x 14".

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XVI TO CHAPTER 11 OF THE OXNARD CITY CODE REGARDING COMMERCIAL CANNABIS ACTIVITIES, AND AMENDING CHAPTER 16 BY ADDING SUBSECTION (Q) TO OXNARD CITY CODE SECTION 16-177 REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE BRP BUSINESS AND RESEARCH PARK ZONE, AMENDING SUBSECTION (I) TO OXNARD CITY CODE SECTION 16-178 REGARDING COMMERCIAL CANNABIS BUSINESSES IN BRP BUSINESS AND RESEARCH PARK ZONE, AMENDING SECTIONS 16-186.1 AND 16-191(F) OF THE OXNARD CITY CODE REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE M-L LIMITED MANUFACTURING ZONE, ADDING SUBSECTION (C) TO OXNARD CITY CODE SECTION 16-223 REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE M-1 LIGHT MANUFACTURING ZONE, AMENDING SUBSECTION (G) OF OXNARD CITY CODE SECTION 16-226 REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE M-1 LIGHT MANUFACTURING ZONE, ADDING SUBSECTION (D) TO OXNARD CITY CODE SECTION 16-246 REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE M-2 HEAVY MANUFACTURING ZONE; AMENDING SECTION 16-251 OF THE OXNARD CITY CODE REGARDING CANNABIS USES IN THE M-2 HEAVY MANUFACTURING ZONE; AND AMENDING SECTIONS 4.2.1., B. (AUTO SALES AND SERVICE), 4.2.2, B. (BUSINESS PARK), 4.2.3., B (RETAIL COMMERCIAL), AND 4.2.4., B. (COMMERCIAL MANUFACTURING) OF THE ROSE SANTA CLARA CORRIDOR SPECIFIC PLAN TO ALLOW COMMERCIAL CANNABIS AS A CONDITIONALLY PERMITTED USE SUBJECT TO THE REQUIREMENTS STIPULATED IN ARTICLE XVI OF CHAPTER 11

The City Council of the City of Oxnard does hereby ordain as follows:

Section 1. Article XVI is hereby added to Chapter 11 of the Oxnard City Code to read as follows:

“ARTICLE XVI. COMMERCIAL CANNABIS ACTIVITY

Section 11.410. Purpose and Intent.

It is the purpose and intent of this Article to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act (“AUMA” or “Proposition 64” enacted by California voters in 2016), while imposing sensible regulations on the use of land to protect the City’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Article to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of Oxnard and to enforce rules and regulations consistent with state law. It is the further purpose of intent of this Article to require all commercial cannabis operators to obtain and renew

annually a permit to operate within the City of Oxnard. Nothing in this Article is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or federal law. The provisions of this Article are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, City, or other law.

Section 11.411. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter “MAUCRSA”), any subsequent state legislation and/or regulations regarding same, the City of Oxnard is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Oxnard to all commercial cannabis activity.

Section 11.412. Cannabis Cultivation and Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Article.

Except as specifically authorized in this Article, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Business & Professions Code Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of Oxnard.

Section 11.413. Compliance with State and Local Laws.

It is the responsibility of the owners and operators of the commercial cannabis business to ensure that it is always operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Article shall be construed as authorizing any actions that violate federal, state law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, state and local laws, including the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), and any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the local commercial cannabis business permit. Nothing in this Article shall be construed as authorizing any actions that violate federal or state law regarding the operation of a commercial cannabis business.

Section 11.414. Definitions.

Section 11.10.050. When used in this Article, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- (a) “A-license” means a state license issued by the Bureau of Cannabis Regulation for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician’s recommendations.
- (b) “A-licensee” means any person holding a license under this division for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician’s recommendations.
- (c) “Applicant” means an owner applying for a city license pursuant to this Article.
- (d) “Batch” means a specific quantity of homogeneous cannabis or cannabis product that is one of the following types:
 - (1) “Harvest batch” means a specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.
 - (2) “Manufactured cannabis batch” means either of the following:
 - (A) An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.
 - (B) An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.
- (e) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.
- (f) “Cannabis” means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Article, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.
- (g) “Cannabis accessories” has the same meaning as in Section 11018.2 of the Health and Safety Code.
- (h) “Cannabis Innovation Zone” is defined as a park or campus which is one contiguous commercial area of land which has many cannabis related businesses grouped together. Each individual business would be clearly defined, which has a unique entrance and immovable physical barriers between uniquely licensed premises.
- (i) “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for

purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or drug, as defined by Section 109925 of the Health and Safety Code.

(j) “Cannabis product” means a product containing cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this Article, “cannabis” does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

(k) “Cannabis products” has the same meaning as in Section 11018.1 of the Health and Safety Code.

(l) “Canopy” means the designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time. (1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; and (2) Canopy may be non contiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and if mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

(m) “Caregiver” or “primary caregiver” has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

(n) “Child resistant” means designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

(o) “City” means the City of Oxnard.

(p) “Commercial cannabis activity” includes the possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling or transportation of cannabis and cannabis products as provided for in this division. This definition does not include the retail sale of cannabis or cannabis products.

(q) “Commercial cannabis business” means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(r) “Commercial cannabis business permit” means a regulatory permit issued by the City of Oxnard pursuant to this Article to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business’ ongoing compliance with all of the requirements of this Article and any regulations adopted by the City governing the commercial cannabis activity at issue.

(s) “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(t) “Cultivation site” means a location where cannabis is planted, grown, harvested, dried,

cured, graded, or trimmed, or a location where any combination of those activities occurs.

(u) “Customer” means a natural person 21 years of age or over, or a natural person 18 years of age or older who possesses a physician’s recommendation or a medical marijuana identification card.

(v) “Day care center” means has the same meaning as in Section 1596.76 of the Health and Safety Code.

(w) “Delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Delivery” also includes the use by a retailer of any technology platform owned and controlled by the retailer.

(x) “Director” means the Director of Consumer Affairs.

(y) “Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.

(z) “Distributor” means a person holding a valid commercial cannabis business permit for distribution issued by the City of Oxnard, and, a valid state license for distribution, required by state law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

(aa) “Dried flower” means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(ab) “Edible cannabis product” means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.

(ac) “Fund” means the Cannabis Control Fund established pursuant to Section 26210.15

(ad) “Greenhouse” means a fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

(ae) “Kind” means applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

(af) “Labeling” means any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

(ag) “License” means a state license issued by the state and includes both an A-license and an M-license, as well as a testing laboratory license.

(ah) “Licensee” means any person holding a license under this Article, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

(ai) “Licensing authority” means the City of Oxnard and/or state agency responsible for the issuance, renewal, or reinstatement of the license, or the City of Oxnard and/or state agency authorized to take disciplinary action against the licensee.

- (aj) “Limited-access area” means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.
- (ak) “Live plants” means living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.
- (al) “Local jurisdiction” means a city, County or city and County.
- (am) “Lot” means a batch or a specifically identified portion of a batch.
- (an) “M-license” means a state license issued by the state for commercial cannabis activity involving medicinal cannabis.
- (ao) “M-licensee” means any person holding a license by the state for commercial cannabis activity involving medicinal cannabis.
- (ap) “Manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
- (aq) “Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.
- (ar) “Manufacturer” means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.
- (as) “Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of Oxnard and, a valid state license as required for manufacturing of cannabis products.
- (at) “Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician’s recommendation.
- (au) “Nonvolatile solvent” means any solvent used in the extraction process that is not a volatile solvent. For purposes of this Article, a nonvolatile solvent includes carbon dioxide (CO₂) used for extraction and ethanol used for extraction or post-extraction processing.
- (av) “Nursery” means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.
- (aw) “Operation” means any act for which a license is required under the provisions of this Article, or any commercial transfer of cannabis or cannabis products.
- (ax) “Owner” means any of the following:
- (1) A person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the

interest is solely a security, lien, or encumbrance.

(2) The Manager of a nonprofit or other entity.

(3) A member of the board of directors of a nonprofit.

(4) An individual who will be participating in the direction, control, or management of the business applying for a license, or who has a financial interest in the business other than a fixed lease of real property.

(ay) “Package” means any container or receptacle used for holding cannabis or cannabis products.

(az) “Patient” or “qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5.10

(ba) “Person” includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(bb) “Person with an identification card” shall have the meaning given that term by California Health and Safety Code Section 11362.7.

(bc) “Physician’s recommendation” means a recommendation by a physician and surgeon that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

(bd) “Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-License and a A-License for the same type of activity and such operation is lawful under state and local laws, rules and regulations.

(be) “Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and nonmanufactured cannabis products.

(bf) “Purchaser” means the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.

(bg) “Retailer” means a commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator holds a valid commercial cannabis business permit from the City of Oxnard authorizing the operation of a retailer, and a valid state license as required by state law to operate a retailer. Retail sales of cannabis and cannabis products are not allowed within the City of Oxnard.

(bh) “Sell,” “sale,” and “to sell” include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an

order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

(bi) “State License” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

(bj) “Testing laboratory” means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.

(2) Licensed by the State of California.

(bk) “Topical cannabis” means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

(bl) “Transport” means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(bm) “Unique identifier” means an alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.

(bn) “Youth center” means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor’s office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

(bo) “Volatile solvent” means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

Section 11.415. Cannabis Employee Permit Required. A request for a cannabis employee permit will only be initiated after securing a favorable recommendation for a cannabis business

permit. If an owner has employees at the time of submittal of the cannabis business permit, a request for a cannabis employee permit can be initiated in advance of issuance of a land use permit.

- (a) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable state law.
- (b) Any person who is an employee or who otherwise works within a commercial cannabis business must obtain a commercial cannabis employee work permit from the City prior to performing any work at any commercial cannabis business.
- (c) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the City Manager or his/her designee(s), and shall include, but not be limited to, the following information:
 - (1) Name, address, and phone number of the applicant;
 - (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least twenty-one (21) years of age must be submitted with the application;
 - (3) Name, address of the commercial cannabis business where the person will be employed, and the name of the primary manager of that business;
 - (4) A list of any crimes enumerated in California Business and Professions Code Section 26057(b)(4) for which the applicant or employee has been convicted;
 - (5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;
 - (6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the City Manager or his/her designee(s).
 - (7) A signed statement under penalty of perjury that the information provided is true and correct.
 - (8) If applicable, verification that the applicant is a qualified patient or primary caregiver.
 - (9) A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

(d) The applicable Department Head or his/her designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

- (1) Is dishonest; or
- (2) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code sections 186.11, 470, 484, and 504a, respectively; or
- (3) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or
- (4) Was convicted of a violent felony, a crime of moral turpitude; or
- (5) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

Discovery of these facts showing that the applicant is dishonest or has been convicted of the requisite crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (d) (4) above for which the applicant has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the California Penal Code or (ii) a conviction that was subsequently dismissed pursuant to Sections 1203.4, 1203.4a, or 1203.41 of the California Penal Code or any other provision of state law allowing for dismissal of a conviction.

(e) The applicable Department Head or his/her designee(s) shall issue the commercial cannabis employee permit or a written denial to the applicant within thirty (30) days of the date the application was deemed complete. In the event the cannabis employee permit cannot be issued within this time period, then the City Manager or his/her designee(s) may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the City Manager or his/her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by

the City Manager or his/her designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.

- (f) An employee work permit shall be valid for a twelve (12) month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in subsection (b) above including the payment of a renewal application fee in an amount to be set by resolution of the City Council.
- (g) In the event a person changes employment from one commercial cannabis business in the City to another, the work permit holder shall notify the applicable Department Head or his/her designee(s) in writing of the change within ten (10) days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the City.
- (h) The City may immediately revoke the commercial cannabis employee permit should the permit holder be convicted of a crime listed in subsection (c) and (d) above or if facts become known to the City that the permit holder has engaged in activities showing that he or she is dishonest.
- (i) The City Manager or his/her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.
- (j) The applicant may appeal the denial or revocation of a commercial cannabis employee permit by filing a notice of appeal with the City Clerk within ten (10) days of the date the applicant received the notice of denial; which appeal shall be conducted as set forth in Section 11.10.140 of this Article.
- (k) The applicable Department Head or his/her designee(s) shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

Section 11.416. Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted (“Category”).

- (a) The number of each type of commercial cannabis business that shall be permitted to operate in the City at any one time shall be as follows:
 - (1) Cannabis Manufacturing - Maximum of eight (8) at any one time
 - (2) Cannabis Testing Lab - Maximum of one (1) at any one time
 - (3) Cannabis Distributor - Maximum of three (3) at any one time
- (b) Section 11.10.080 is only intended to create a maximum number of commercial cannabis businesses that may be issued permits to operate in the City under each category. Nothing in this Article creates a mandate that the City Council must issue any or all of the commercial cannabis business permits if it is determined that the

applicants do not meet the standards which are established in the application requirements or further amendments to the application process or that the City Council upon further deliberation determines that the issuance of any or all commercial cannabis business permits will impact the public safety, welfare or other policy concerns which may be detrimental in the issuance of these permits.

- (c) Each year following the City Manager's initial award of Commercial Cannabis Business Permits, if any, or at any time at the City Council's discretion, the City Council may reassess the number of commercial cannabis business permits which are authorized for issuance. The City Council at its discretion, may determine that the number of commercial cannabis permits should remain the same, or be expanded.

Section 11.417. Commercial Cannabis Business Permit; Initial Application Procedure.

- (a) The City Manager or his/her designee shall adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the City Manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("Review Criteria"). The City Manager or his/her designee(s) shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, conduct initial evaluations of the applicants.
- (b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.
- (c) After the initial review, ranking, and scoring under the Review Criteria, the City Manager or his/her designee(s) will make a final determination in accordance with this section.
- (d) Preservation of Rights.

The City reserves the right to reject any or all applications. Prior to permit issuance, the City may also modify, postpone, or cancel any request for applications, or the entire program under this Article, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Article, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided a failure to comply with other requirements in this Article, an application risk being rejected or any of the following reasons:

- (1) Proposal received after designated time and date.
- (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
- (3) Proposal considered not fully responsive to this request for permit application.

Section 11.418. Personnel Prohibited from Holding a License or Employee Work Permit.

(a) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular in which any of the following actions or notices have been issued in non-compliance, shall be prohibited from holding a cannabis commercial license or employee work permit in the City of Oxnard. In addition, the following shall be grounds for denial of a local license or employee work permit:

- (1) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;
- (2) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with Chapter 11 or other City of Oxnard ordinances, codes and requirements in which they failed to discontinued operating in a timely manner;
- (3) Evidence that the applicant was in non-compliance of properly paying federal, state or local taxes and/or fees when notified by the appropriate agencies;
- (4) As of **[DATE OF ADOPTION OF THIS ORDINANCE]** applicant was conducting commercial cannabis activity in the City of Oxnard in violation of local and state law.
- (5) No person shall be issued a commercial cannabis permit to operate who enters into an agreement to lease, sublease or any other agreement, regardless of whether it is verbally or in writing to any terms of use of the premises from a property owner, commercial broker or any third party, that is in violation of Section 11.10.100 unless that property is leased at fair market value and such lease, sublease or agreement does not have any terms or conditions for the cannabis permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

Section 11.419. Expiration of Commercial Cannabis Business Permits.

Each commercial cannabis business permit issued pursuant to this Article shall expire twelve (12) months after the date of its issuance. Commercial cannabis permits may be renewed as provided in Section 11.421.

Section 11.420 Revocation of Permits.

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to Sections 11.421, 11.422, 11.437, or 11.428 pursuant to any policy, procedure or regulation in this Article.

Section 11.421. Renewal Applications.

- (a) An application for renewal of a commercial cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
- (b) The renewal application shall contain all the information required for new applications.
- (c) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Article.
- (d) An application for renewal of a commercial cannabis business permit shall be rejected if any of the following exists:
 - (1) The application is filed less than sixty (60) days before its expiration.
 - (2) The commercial cannabis business permit is suspended or revoked at the time of the application.
 - (3) The commercial cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.
 - (4) The commercial cannabis business has failed to conform to the requirements of this Article, or of any regulations adopted pursuant to this Article.
 - (5) The permittee fails or is unable to renew its State of California license.
 - (6) If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Article, of

the City Ordinance, or of the state rules and regulations, and the City or state has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.

- (e) The City Manager or his/her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or his/her designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or his/her designee(s) shall be handled pursuant to the provisions of this Article.
- (f) If a renewal application is rejected, a person may file a new application pursuant to this Article no sooner than one (1) year from the date of the rejection.

Section 11.422. Effect of State License Suspension, Revocation, or Termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of Oxnard.

Section 11.423. Appeals.

Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Article from a decision of the City Manager or his/her designee(s), the appeal shall be conducted as prescribed in this Article.

Section 11.424. Written request for Appeal.

- (a) Within ten (10) calendar days after the date of a decision of the City Manager or his/her designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.
- (b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

Section 11.425. Appeal Hearing.

- (a) Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council or his/her designee. The City Council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the City.

- (b) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- (c) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- (d) The decision of the City Council shall be final.

Section 11.426. Commercial Cannabis Business Permit Selection Process.

- (a) The City Manager shall adopt a procedure guideline and Review Criteria by which the top applicants in each category of each commercial cannabis business shall be evaluated in a final determination by the City Council
- (b) At least ten (10) days prior to the public hearing, notice of the public hearing shall be sent to all property owners located within six hundred (600) feet of the proposed business locations of each of the finalists to be considered by the City Council.
- (c) Official issuance of the commercial cannabis business permit(s), however, is conditioned upon the prevailing candidate(s) obtaining all required land use approvals. Following the City Manager's selection of individual/company who shall be issued a Commercial Cannabis Business Permit, the prevailing candidate(s) shall apply to the City's Development Services Department to obtain the required land use approvals or entitlements for the permittee's location, if any. Land use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act (CEQA). The City Council shall formally issue the Commercial Cannabis Business Permit(s) once the Development Services Director or his/her designee(s) affirms that all of the required land use approvals have been obtained and all required conditions of approval have been complied with.
- (d) The City Manager shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. The City Manager's decision as to the selection of the prevailing candidates shall be final.
- (e) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of twelve (12) months and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local

laws and regulations, including but not limited to the requirements of this Article and of the permit, have been complied with.

- (f) Notwithstanding anything in this Article to the contrary, the City Manager reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Article.
- (g) If an application is denied, a new application may not be filed for one (1) year from the date of the denial.
- (h) Each person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the City Council, to cover the costs of administering the commercial cannabis business permit program created in this Article.

Section 11.427. Change in location; updated registration form.

Any time the manufacturing, transportation and distribution location specified in the regulatory permit is changed, the applicant shall be required to secure a new Cannabis Business Permit, and discretionary land use approval for the new location. The process and the fees shall be the same as for a new facility and in accordance with the regulations specified in this Ordinance.

Section 11.428. Transfer of Cannabis Business Permit.

- (a) The owner of a cannabis business permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager or his/her designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager or his/her designee in accordance with all provisions of this Article (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee), and the City Manager or his/her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this Article.
- (b) Commercial cannabis business permits issued through the grant of a transfer by the City Manager or his/her designee shall be valid for a period of one year beginning on the day the City Manager or his/her designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Article.

- (c) Changes in ownership of a permittee business structure or a substantial change in the ownership of a permittee business entity (changes that result in a cumulative change of more than 51% of the original ownership) must be approved by the City Manager or his/her designee through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.
- (d) A permittee may change the form of business entity without applying to the City Manager or his/her designee for a transfer of permit, provided that either:
 - (1) The membership of the new business entity is substantially similar to original permit holder business entity (at least 51% of the membership is identical), or
 - (2) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA and to comply with Section 5.10.060, subdivision (b), provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City permit application) of the original permittee entity are the same as the new business entity.

Although a transfer is not required in these two circumstances, the permit holder is required to notify the City Manager in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.

- (e) No commercial cannabis business permit may be transferred when the City Manager or his/her designee has notified the permittee that the permit has been or may be suspended or revoked.
- (f) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

Section 11.429. City Business License.

Prior to commencing operations, a commercial cannabis business shall obtain a City of Oxnard Business Tax Certificate, pursuant to Article 1.

Section 11.430. Building Permits and Inspection.

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but

is not limited to obtaining any required building permit(s), the Fire Department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.

Section 11.431. Certification from the Development Services Director.

Prior to submittal of a Commercial Cannabis Business Permit application, a certification from the Development Services Director or his/her designee(s) certifying that the business is located on a site that meets all of the requirements of Chapter 16 and this Article shall be obtained. A fee shall be established by City Council Resolution for submittal and processing of this certification.

Section 11.432. Right to Occupy and to Use Property.

As a condition precedent to the City's issuance of a commercial cannabis business permit pursuant to this Article, any person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Article and consents to the operation of the commercial cannabis business on the owner's property.

Section 11.433. Location and Design of Cannabis Businesses.

Cannabis businesses permitted to engage in Manufacturing, Testing, or Distribution of cannabis and cannabis products are subject to the following zoning and locational requirements:

- (a) All cannabis manufacturing, testing, and distribution businesses must be located on property zoned Limited Manufacturing (ML), Light Manufacturing (M1), Heavy Industrial (M2), and Business and Research Park (BRP), as well as Auto Sales and Service, Business Park, and Commercial Manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Manufacturing, Testing, and/or Distribution facilities may also be located in the following Specific Plan areas subject to relevant Specific Plan requirements, and input from the Business Park Association (if operational): Northeast Community Specific Plan, Sakioka Farms, Camino Real Business Park, McInnes Ranch Business Park Specific Plan, and Northfield Seagate Business Park Specific Plan.
- (b) Compliance with any Specific Plan requirements, including a letter of support from the specific plan management company or association.
- (c) The property on which the commercial cannabis business is located must also meet all of the following distance requirements:
 - (1) It shall be no closer than six hundred (600) feet of any of the following:
 - (A) Any residentially zoned property or any residentially used parcel as of the date the cannabis business permit is issued.

(B) Any school providing instruction in kindergarten or any grades 1 through 12, whether public, private, or charter, including pre-school, transitional kindergarten, and K-12.

(C) A commercial daycare center licensed by the City or County that is in existence at the time the license is issued, unless the State licensing authority or the City specifies a different radius.

(D) A youth center that is in existence at the time the license is issued, unless the State licensing authority or the City specifies a different radius.

- (2) The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of the identified use to the closest property line of the lot on which the cannabis use is located without regard to intervening structures.

(d) Each proposed cannabis manufacturing, testing, and distribution business project shall:

- (1) Conform with the City's General Plan, any applicable specific plans, master plans, and design requirements.
- (2) Comply with all applicable zoning, and specific plan requirements, and related development standards.
- (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
- (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
- (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
- (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection (sprinkler and alarm; retrofit when determined necessary by the Fire Marshal) and storm drainage facilities for the intended purpose.

Section 11.434. Limitations on City's Liability.

To the fullest extent permitted by law, the City of Oxnard shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this Article or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

- (a) They must execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Oxnard and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's issuance of the commercial cannabis business permit, the City's decision to approve the operation of the commercial cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.
- (b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager.
- (c) Reimburse the City of Oxnard for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of Oxnard may be required to pay as a result of any legal challenge related to the City's approval of the applicant's commercial cannabis business permit, or related to the City's approval of a commercial cannabis activity. The City of Oxnard may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

Section 11.435 - Right to Occupy and Use a Property

As a condition precedent to the City's issuance of a commercial cannabis permit, any person intending to open and to operate a cannabis manufacturing, testing, or distribution facility shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from another person, the applicant shall be required to provide a signed and notarized statement from the owner of the property acknowledging that the property owner has read this Article and consents to the operation of the use on the owner's property.

Section 11.436. Records and Recordkeeping.

- (a) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Article), or at any time upon reasonable request of the City, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and

all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager or his/her designee(s).

- (b) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the City Manager or his/her designee(s) upon a reasonable request.
- (c) Prior to state licensing, each commercial cannabis business shall maintain a record of all persons, patients, collectives and primary caregivers served by the commercial cannabis business, for a period of no less than four (4) years. Once a state license is obtained, the commercial cannabis business must maintain such records only to the extent permitted or required by MAUCRSA.
- (d) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.
- (e) Each commercial cannabis business shall allow the City of Oxnard officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

Section 11.437. Operational Standards.

- (a) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following and are considered in addition to the Best Practices identified in the guidelines for issuance of a Cannabis Business Permit and/or conditions imposed as part of the land use permit approval:

- (1) Alarm system (perimeter, fire, and panic buttons).
- (2) Remote monitoring of alarm systems by licensed security professionals and first responders (Knox box, etc.).
- (3) Perimeter lighting systems (including motion sensors) for after-hours security.
- (4) Perimeter security and lighting as approved by the Police Chief, Development Services Department or his/her designee.
- (5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.
- (6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.
- (7) Plan for cash handling as relevant to manufacturing, testing, and distribution operations.
- (8) Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.
- (9) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager or his/her designee(s). Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or his/her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the

commercial cannabis business, and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Oxnard Police Department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the Department or its designee.

- (10) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (11) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to Oxnard Police Department dispatch, and shall be configured to immediately alert dispatch for the Oxnard Police Department.
- (12) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (13) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.
- (14) Security personnel shall monitor premises in accordance with a security plan as authorized by the City Manager or his/her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the Chief of Police.
- (15) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- (16) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the commercial cannabis business; or (b) a licensed security professional.
- (17) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.
- (18) Each commercial cannabis business shall demonstrate to the Chief of Police, City Manager or their designees compliance with the state's track

and trace system for cannabis and cannabis products, as soon as it is operational.

- (19) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.
 - (20) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
- (b) Each commercial cannabis business shall identify a designated security representative/liaison to the City of Oxnard, who shall be reasonably available to meet with the City Manager or his/her designee(s) regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager or his/her designee upon request that meets the following requirements:
- (1) Confirms that a designated Manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.
 - (2) Identifies all Managers of the commercial cannabis business and their contact phone numbers.
 - (3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.
 - (4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.
 - (5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business' control.
 - (6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these area are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.
- (c) As part of the application and permitting process, each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.
- (d) The commercial cannabis business shall cooperate with the City whenever the City Manager or his/her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Article. Prevention Fire Inspectors shall be allowed access to audit buildings for

Fire Life Safety concerns on a yearly basis or as determined necessary per the Fire Marshal.

- (e) A commercial cannabis business shall notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:
 - (1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee(s).
 - (2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.
 - (3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.
 - (4) Any other breach of security.
- (f) Compliance with the foregoing requirements shall be verified by the City Manager or his/her designee prior to commencing business operations. The City Manager or his/her may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

Section 11.438. Restriction on Alcohol & Tobacco Sales.

- (a) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.
- (b) No person shall cause or permit the sale or tobacco products on or about the premises of the commercial cannabis business.

Section 11.439. Fees and Charges.

- (a) No person may commence or continue any commercial cannabis activity in the City without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the City Council which may be amended from time to time.
- (b) All commercial cannabis businesses authorized to operate under this Article shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial cannabis business shall cooperate with City with respect to any reasonable request to audit the commercial cannabis business' books and records for the purpose of

verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

- (c) Prior to operating in the City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Article, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

Section 11.440. Miscellaneous Operating Requirements.

- (a) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the City and/or as determined within the land use permit.
- (b) Restriction on Consumption. Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.
- (c) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (d) Reporting and Tracking of Product and of Gross Sales. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The commercial cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or his/her designee(s) prior to being used by the permittee.
- (e) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- (f) Emergency Contact and Emergency Response Plan. Each commercial cannabis business shall provide the City Manager or his/her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Each commercial cannabis business must have a fire evacuation plans, and plan to

address robberies and other emergencies. Said plan shall be reviewed and approved by the Fire and Police Chief's or designee.

(g) Signage and Notices.

- (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of Oxnard regulations, including, but not limited to, seeking the issuance of a City sign permit.
- (2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
- (3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.
- (4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.
- (5) Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards or other prohibited signs may be used at any time.

(h) Minors.

- (1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Article for any person to employ any person at a commercial cannabis business who is not at least twenty-one (21) years of age.
- (2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.

(i) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor

absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the Development Services Director or his/her designee(s) determine is a more effective method or technology:

- (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
 - (2) An air system that creates negative air pressure between the commercial cannabis businesses interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.
- (j) Display of Permit and City Business License. The original copy of the commercial cannabis business permit issued by the City pursuant to this Article and the City issued business license shall be posted inside the commercial cannabis business in a location readily-visible to the public.
- (k) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of Oxnard Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police or his/her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Oxnard to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

- (l) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- (m) Permits and other Approvals. Prior to the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.

Section 11.441. Other Operational Requirements.

The City Manager or his/her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

Section 11.442. Operating Requirements for Testing Labs.

- (a) Testing Labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each Testing Lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this Article and any subsequent State of California legislation regarding the same.
- (b) Testing Labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.
- (c) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.
- (d) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.
- (e) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.
- (f) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or

received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

- (g) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

Section 11.443. Operating Requirements for Distributors.

- (a) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Section 5000(c) of the California Code of Regulations.
- (b) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.
- (c) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.
- (d) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.
- (e) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded and the recording kept available to state and local authorities for a minimum of 180 days, pursuant to Section 5305 of the California Code of Regulations.
- (f) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Sections 5705, 5710 and 5714 of Title 16 of the California Code of Regulations.

Section 11.444. Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products.

- (a) Cannabis manufacturing facilities requiring a Type-6, Type-7, Type S, or any subsequent created manufacturing state license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zone districts as defined in the City of Oxnard Code.
- (b) Any compressed gases used in the manufacturing process shall not be stored on any property within the City of Oxnard in containers that exceeds the amount which is approved by the Oxnard Fire Department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of compressed gas tanks allowed on the property at any one time, as determined by the Oxnard Fire Department.
- (c) Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the Development Services Department. These solvents must be of at least ninety-nine percent purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.
- (d) If an extraction process uses a professional grade closed loop CO₂ gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO₂ must be of at least ninety-nine percent purity.
- (e) Closed loop systems for compressed gas extraction systems must be used and must be commercially manufactured and bear a permanently affixed and visible serial number.
- (f) Certification from an engineer licensed by the State of California, or from a State Certified Professional Engineer or State Certified Industrial Hygienist from another state, must be provided to the Development Services Department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:
 - (1) The American Society of Mechanical Engineers (ASME);
 - (2) American National Standards Institute (ANSI);

- (3) Underwriters Laboratories (UL); or
- (4) The American Society for Testing and Materials (ASTM)
- (g) The certification document must contain the signature and stamp of the professional engineer and serial number of the extraction unit being certified.
- (h) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Oxnard Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.
- (i) Cannabis Manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.
- (j) Cannabis Manufacturing Facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.
- (k) Cannabis Manufacturing Facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.
- (l) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.
- (m) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

Section 11.445. Promulgation of Regulations, Standards and Other Legal Duties.

- (a) In addition to any regulations adopted by the City Council, the City Manager or his/her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Article.

- (b) Regulations shall be published on the City's website.
- (c) Regulations promulgated by the City Manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or his/her designee.
- (d) Testing Labs, Distribution facilities and Special Events shall be subject to state law and shall be subject to additional regulations as determined from time to time as more regulations are developed under Section 11.10.410 (a) of this Article and any subsequent State of California legislation regarding the same.

Section 11.446. Community Relations.

- (a) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within six hundred (600) feet of the commercial cannabis business.
- (b) During the first year of operation pursuant to this Article, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this Article shall attend quarterly meetings with the City Manager or his/her designee(s), and other interested parties as deemed appropriate by the City Manager or his/her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this Article. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the City Manager or his/her designee(s) when and as requested by the City Manager or his/her designee(s).
- (c) Commercial cannabis businesses to which a permit is issued pursuant to this Article shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives.

Section 11.447. Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Article shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Oxnard, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

Section 11.448 Inspection and Enforcement.

- (a) The City Manager, or his/her designee(s) charged with enforcing the provisions of the City of Oxnard Code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this Article or under applicable provisions of State law.
- (b) It is unlawful for any person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this Article or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this Article or under state or local law.
- (c) The City Manager, or his/her designee(s) charged with enforcing the provisions of this Article may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Oxnard shall be logged, recorded, and maintained in accordance with established procedures by the City of Oxnard City Manager or these regulations.

Section 11.449. Compliance with State Regulation.

It is the stated intent of this Article to regulate commercial cannabis activity in the City of Oxnard in compliance with all provisions MAUCRSA and any subsequent state legislation.

Section 11.450. Violations declared a public nuisance.

Each and every violation of the provisions of this Article is hereby deemed unlawful and a public nuisance.

Section 11.451. Each violation a separate offense.

Each and every violation of this Article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard. Additionally, as a nuisance per se, any violation of this Article shall be subject to injunctive relief, any permit issued pursuant to this Article being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the

commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, or his/her designee(s), may take immediate action to temporarily suspend a commercial cannabis business permit issued by the City, pending a hearing before the City Manager, or his/her designee(s).

Section 11.452. Criminal Penalties.

Each and every violation of the provisions of this Article may in the discretion of the District Attorney or City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Section 11.453. Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.”

Section 2. Subsection Q is added to Section 16-177 of the Oxnard City Code regarding the BRP Business and Research Park Zone to read as follows:

“(Q) Commercial cannabis business, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.”

Section 3. Subsection I of Section 16-178 of the Oxnard City Code relating to the BRP Business and Research Park Zone is hereby amended to read as follows:

“(G) Cannabis-related uses, unless the requirements of Section 16-177(Q) have been met.”

Section 4. Section 16-186.1 of the Oxnard City Code relating to the M-L Limited Manufacturing Zone is hereby amended to read as follows:

“SEC. 16-186.1. RELATED USE – SPECIAL USE PERMIT REQUIREMENT.

(A) Commercial recreation activities in freestanding structures or as a freestanding use may be permitted in this zone subject to the approval of a special use permit.

(B) A commercial cannabis business may be permitted in this zone provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.

(C) A church use shall be allowed in the M-L zone if the commission has granted a special use permit as provided in sections 16-530 through 16-553.”

Section 5. Subsection F of Section 16-191 of the Oxnard City Code relating to the M-L Limited Manufacturing Zone is hereby amended to read as follows:

“(F) Cannabis-related uses, unless the requirements of Section 16.186.1(B) have been met.”

Section 6. Subsection C is added to Section 16-223 of the Oxnard City Code to read as follows:

“(C). A commercial cannabis business may be permitted in the M-1 Light Manufacturing Zone provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.”

Section 7. Subsection G of Section 16-226 of the Oxnard City Code relating to the M-1 Light Manufacturing Zone is hereby amended to read as follows:

“(G) Cannabis-related uses, unless the requirements of Section 16-223(C) have been met.”

Section 8. Subsection D is added to Section 16-246 of the Oxnard City Code to read as follows:

“(D) A commercial cannabis business may be permitted in the M-2 Heavy Manufacturing Zone provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.”

Section 9. Section 16-251 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 16-251. CANNABIS USES.

Cannabis uses are prohibited in the M-2 Heavy Manufacturing Zone unless the requirements of Section 16-246(D) have been met.”

Section 10. Section 4.2.1., B. (Auto Sales and Service) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis uses, subject to the requirement of Oxnard City Code, Chapter 16, Article XVI.”

Section 11. Section 4.2.2., B. (Business Park) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis uses, subject to the requirement of Oxnard City Code, Chapter 16, Article XVI.”

Section 12. 4.2.3., B (Retail Commercial) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis uses, subject to the requirement of Oxnard City Code, Chapter 16, Article XVI.”

Section 13. Section 4.2.4., B. (Commercial Manufacturing) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis uses, subject to the requirement of Oxnard City Code, Chapter 16, Article XVI.”

Section 14. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 15. The City Clerk shall certify to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, include the vote for and against the same, in the office of the City Clerk, in according with Government Code Section 36933. Ordinance No. ____ was first read on _____, 2019, finally adopted on _____, 2019, to become effective thirty (30) days thereafter.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 4th day of June, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____ (XXX)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN APPLICATION FOR AUTHORIZATION TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, VOLUNTEERS, AND CONTRACTORS, LICENSING OR CERTIFICATION PURPOSES

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts, and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the California Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject or record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the City Council, Board of Supervisors, governing body of a city, county, or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD that the Oxnard Police Department is hereby authorized to access state and federal level summary criminal history information for employment, including contract employees, licensing and certification of commercial cannabis operations including retail, cultivation, distribution, testing, and manufacturing purposes and may not disseminate the information to a private entity.

PASSED, APPROVED AND ADOPTED this 4th day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascension, City Clerk

Stephen M. Fischer, City Attorney

Cannabis Manufacturing, Testing, and Distribution Ordinance

Kathleen Mallory
Planning & Environmental Services Manager
Community Development Department

City Council Meeting
June 4, 2019

BACKGROUND

- **November 8, 2016** - Adult Use Medical Act (AUMU) passed
- **January 2018 and April 2018** – Council adopted ordinance banning cannabis use; and allowing delivery of medical cannabis within City
- **June 5, 2018** – Council approved placing a cannabis tax on November 2018 General Election ballot
- **June 26, 2018** - Council study session evaluated cannabis uses to be permitted in the City
- **June 2018** – Fiscal analysis study prepared by HdL presented; Council discussed and provided feedback regarding Retail Dispensaries (medical and non-medical), Manufacturing, Distribution, Testing Laboratories, and Cultivation cannabis uses

BACKGROUND, continued:

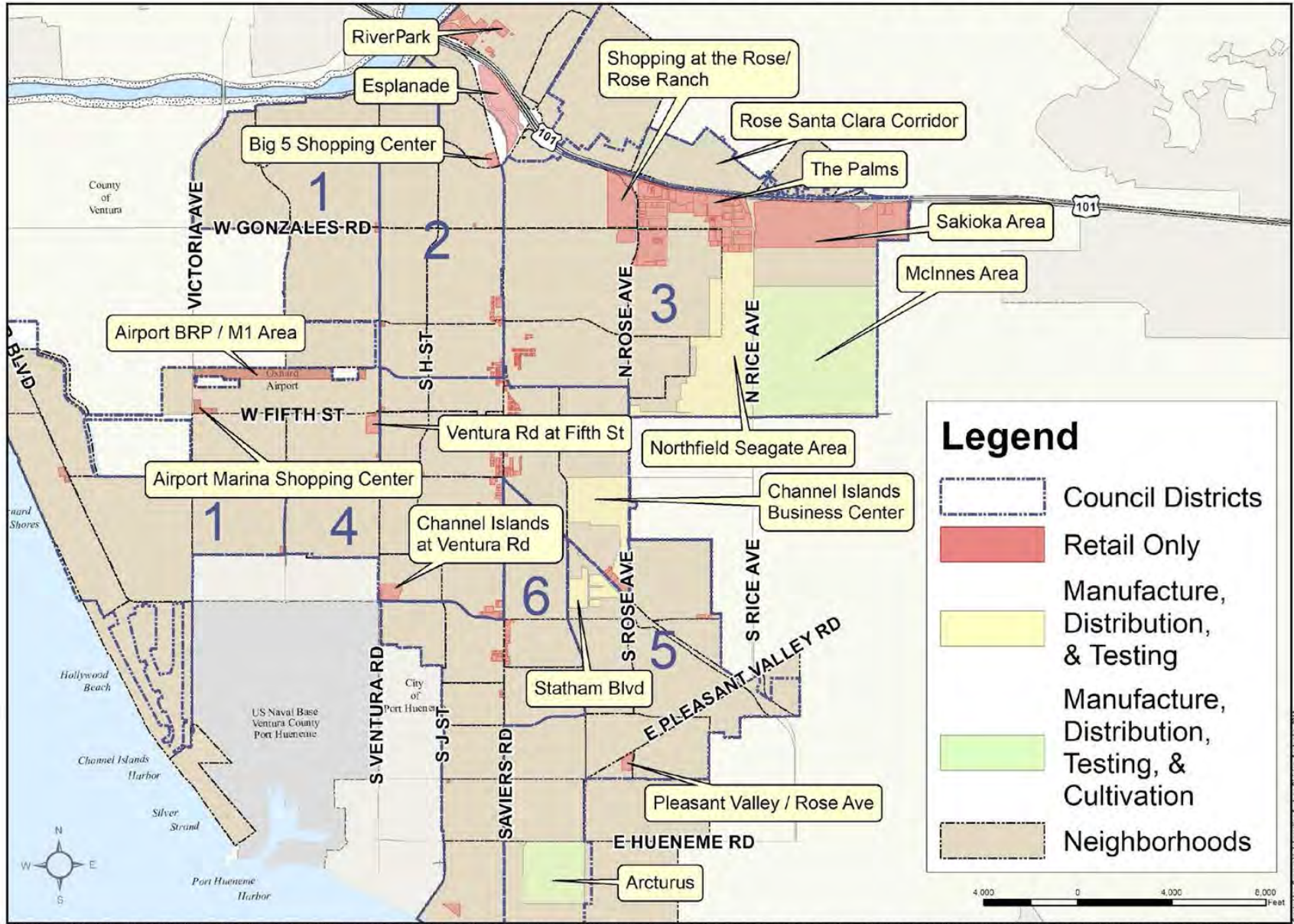
- **April 4, 2019** - presented draft Manufacturing, testing and distribution ordinance to the Planning Commission.
- The Planning Commission recommended the ordinance 5:0 (two Commissioners absent)
- Request for local contracting preference; already included within application guidelines.
- Consideration to social equity in guidelines; or ordinance.

COUNCIL DIRECTION

- October 2, 2018 - Council direction, implementing the 600-foot State buffer requirement; go slow approach for cannabis:

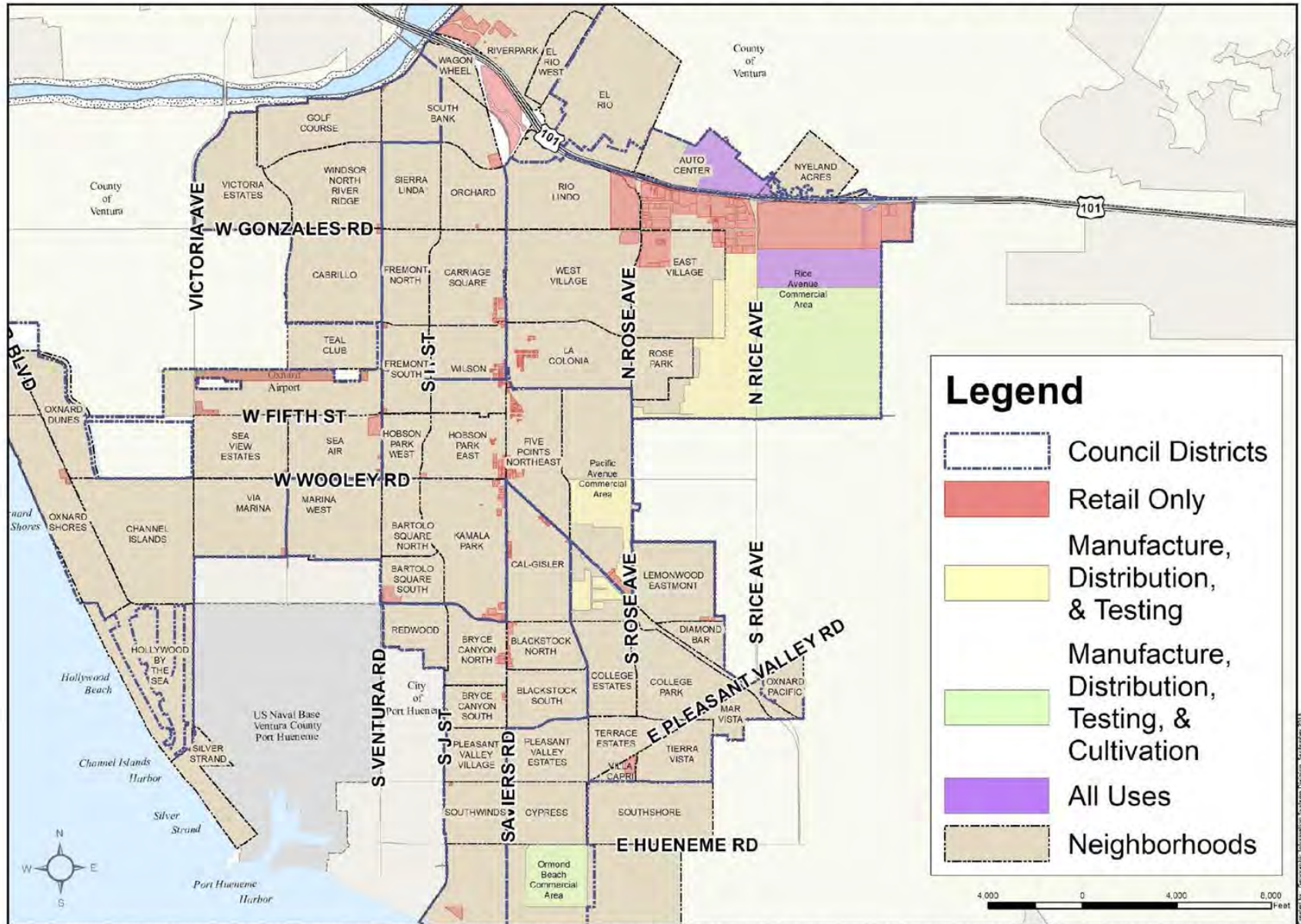
Cannabis Business Type	Go Slow Approach Recommended Maximum Number	HdL Feasibility Study Range (June 2018 study)
Retail	8	8-18
Manufacturer	8	6-12
Distributor	3	3
Testing Lab	1	1
Cultivation	2	2

POTENTIAL CANNABIS AREAS



This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

POTENTIAL CANNABIS BY NEIGHBORHOOD



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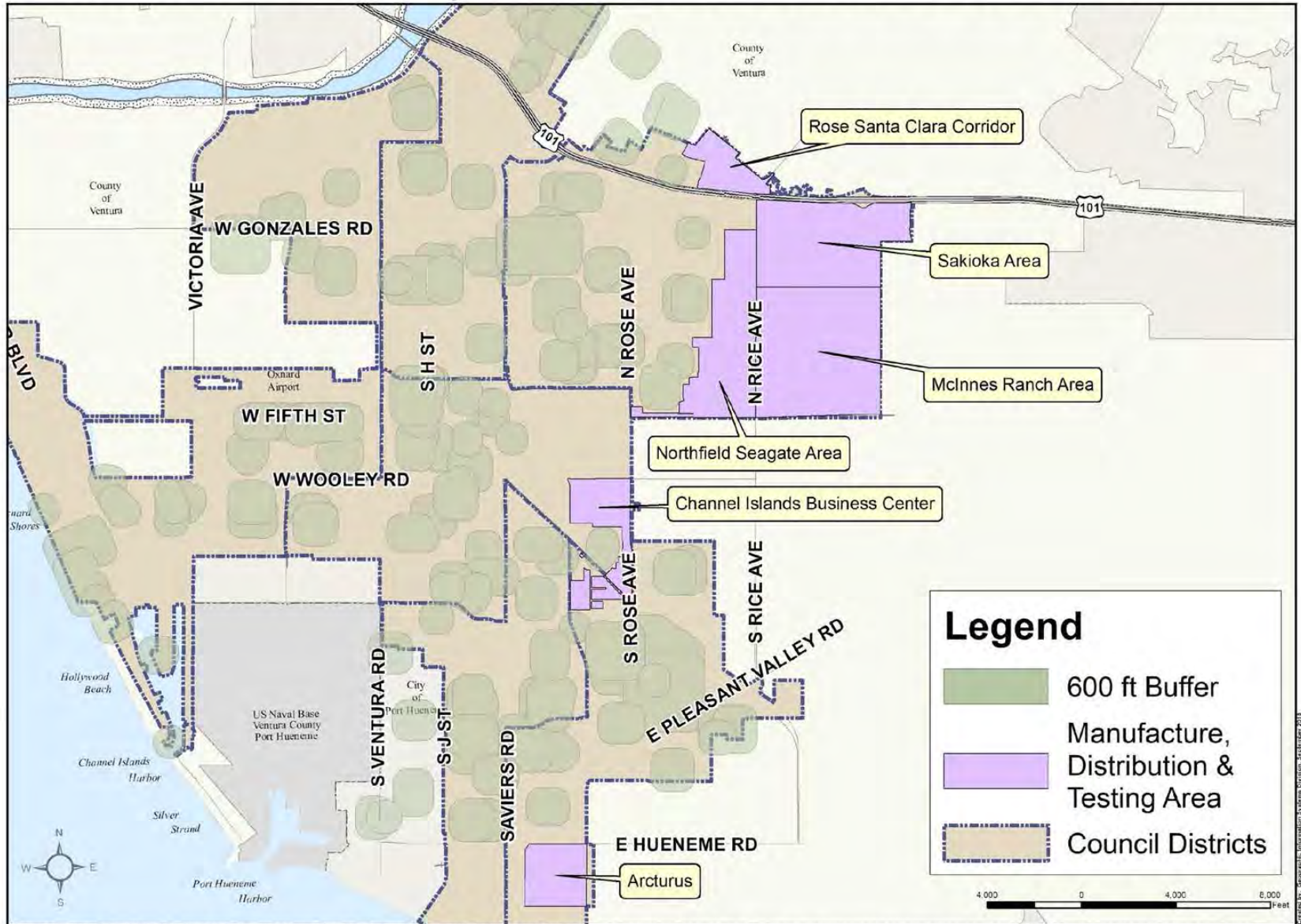
M, T, & D - POTENTIAL ZONING DISTRICTS

- Areas zoned: Limited Manufacturing (M-L); Light Manufacturing (M-1); Heavy Manufacturing (M-2); and Business and Research Park (BRP)
- Specific Plan Area: Rose Santa Clara Corridor – Auto Sales and Services; Business Park; Retail Commercial; and Commercial Manufacturing
- Maps designed to be Overlay Zone Maps

M, T, & D - POTENTIAL LOCATIONS

- Rose Santa Clara Corridor Specific Plan area (Business Park, Auto Sales and Service, Retail Commercial, and Commercial Manufacturing)
- Sakioka Farms Specific Plan area (Industrial and Business Research Park)
- McInnes Ranch Specific Plan area (Industrial)
- Northfield Seagate (Industrial)
- Channel Islands Business Center (Industrial)
- Statham Blvd. (Industrial)
- Arcturus (Industrial)

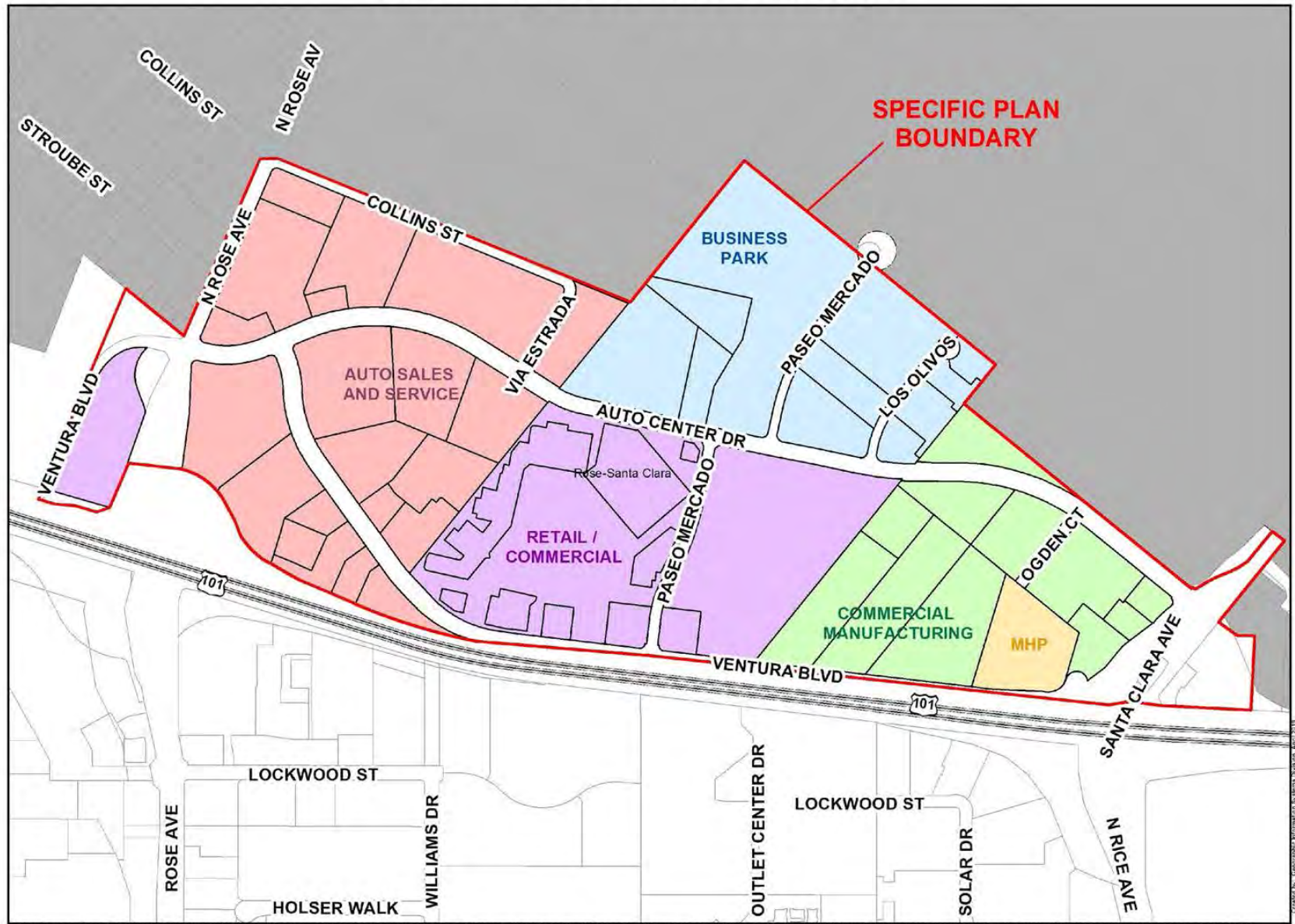
MANUFACTURE, DISTRIBUTION & TESTING MAP



This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

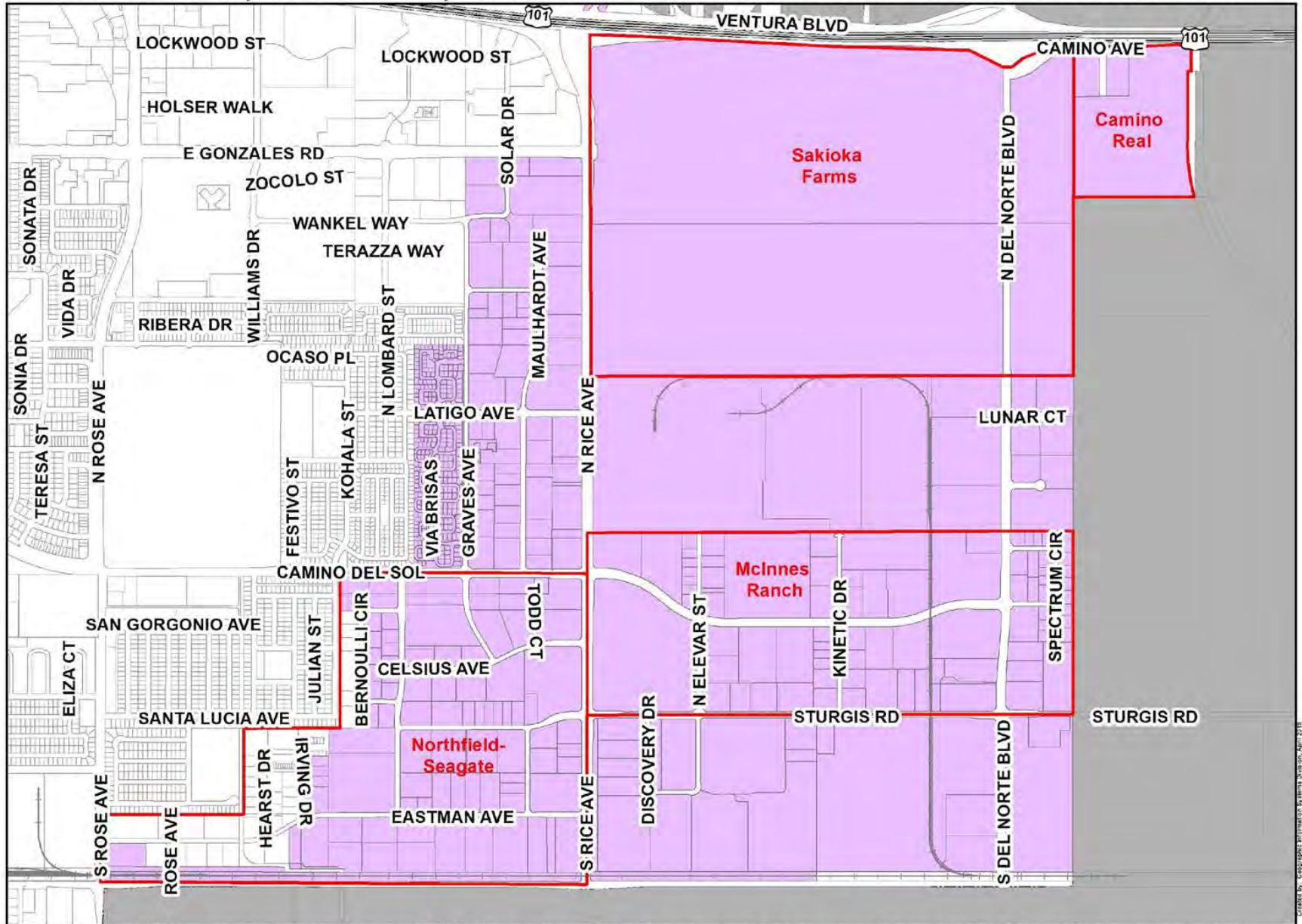
POTENTIAL LOCATIONS

ROSE / SANTA CLARA



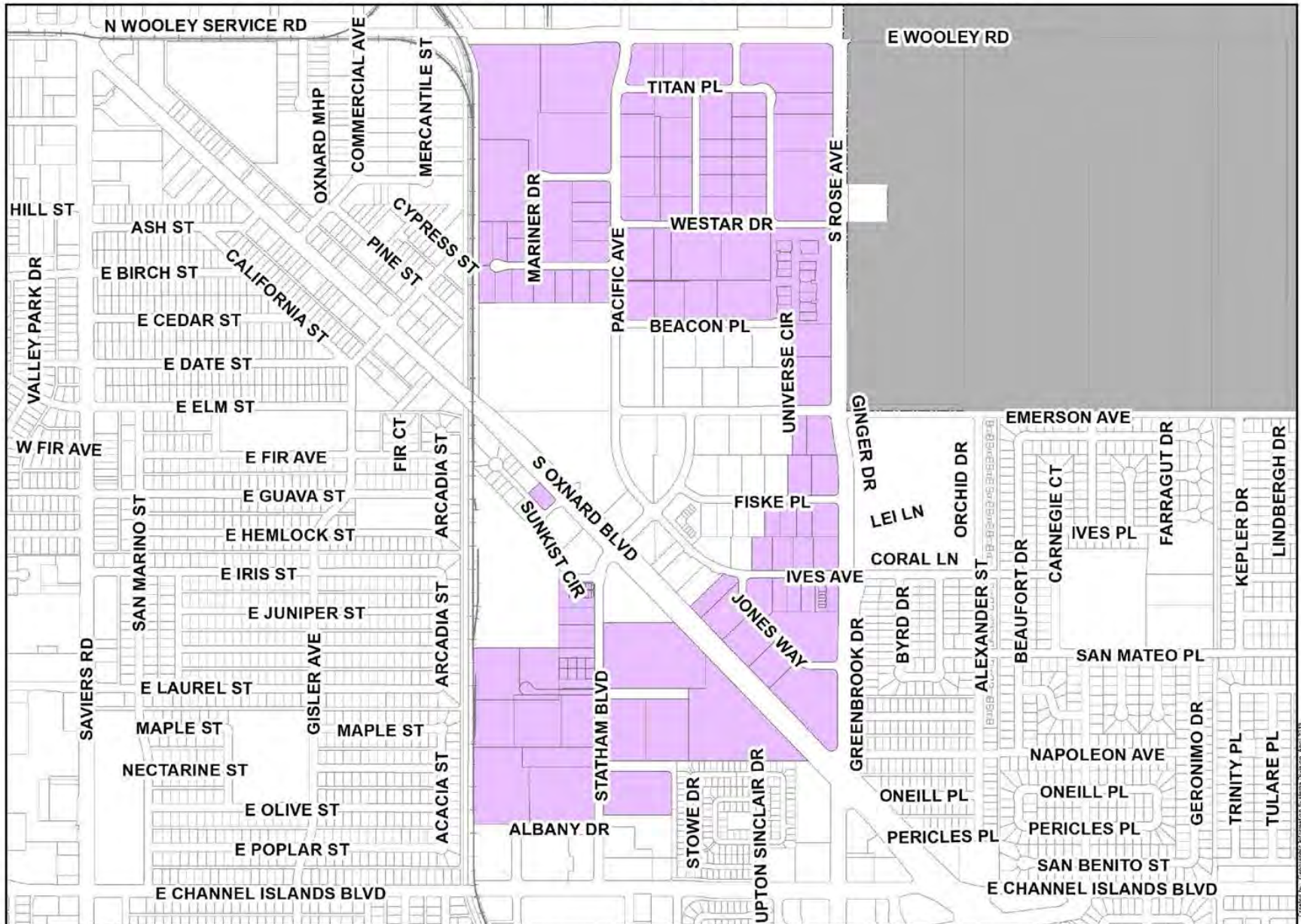
This map is compiled by the City of Oxford GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

MCINNES, SAKIOKA, CAMINO REAL & NORTHFIELD-SEAGATE



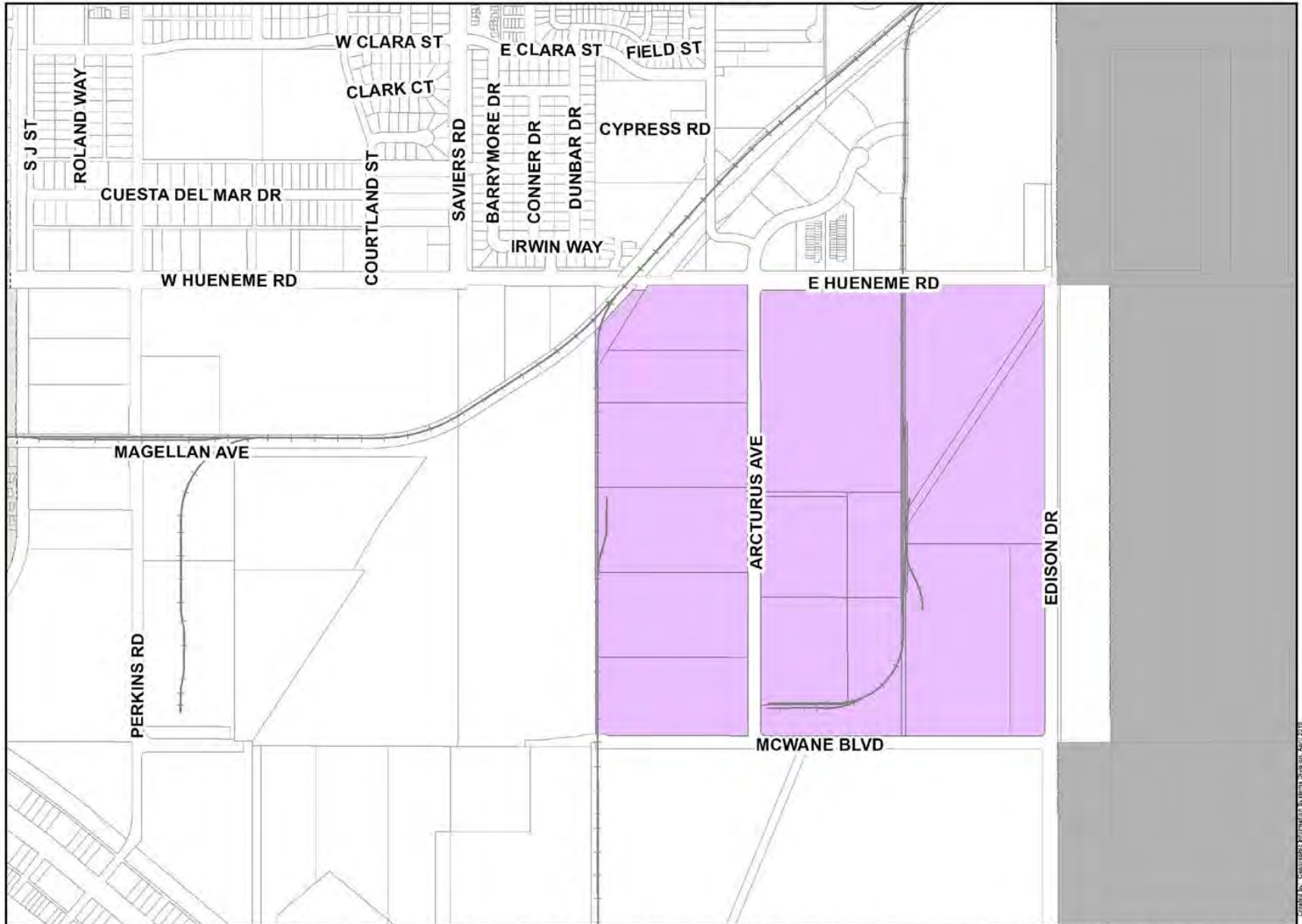
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

CHANNEL ISLANDS BUSINESS CENTER



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ARCTURUS



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KEY COMPONENTS OF M, T & D ORDINANCE - MANUFACTURING

- Production/compounding of cannabis by extraction methods or chemical synthesis, or a combination of the two.
- Allowed activities:
 - Type 6 – Non-volatile extraction (CO2, Ethanol)
 - Type 7 – Volatile extraction (Butane)
 - Strict regulations for use of compressed gas and solvents
 - Closed loop system required for safety
 - Equipment: Certified by engineer or industrial hygienist
 - Subject to inspection by Fire Department
 - Compliant with Underwriter Laboratories standards

KEY COMPONENTS OF M, T & D ORDINANCE - TESTING LABORATORIES

Testing on cannabis goods to measure composition:

- To avoid conflicts of interest, owner/operators are prohibited by law from holding an ownership interest in any other type of commercial cannabis activity
- Licensed by the State
- Must maintain ISO/IEC* 17025 accreditation (proper calibration of testing equipment)
- Required to destroy testing batches that yield non-compliant samples
- Key to enforcing state health and safety requirements re: potency, purity, and general quality control

**ISO/IEC is industry standard for testing labs*

KEY COMPONENTS OF M, T & D ORDINANCE - DISTRIBUTORS

Licenses to transport inventory between licenses cannabis businesses; secure large quantities of inventory:

- Mechanism to move product between licensees (cultivation-testing-retail)
- Required to arrange for product testing pre-retail
- Collect tax from cultivators and remit to state
- Critical to the stream of commerce
- State transportation security/cargo manifest rules apply
- Distributors do not make deliveries.
- Distributors move large amounts of product between licensees, deliveries are smaller amounts to individual consumers

CANNABIS MANUFACTURING, TESTING, AND DISTRIBUTION

APPLICATION REVIEW STEPS:

1. Submittal of cannabis business permit application and determination of eligibility (Section 11.417).
2. Commercial cannabis business permit selection process and first ranking (Section 11.426).
3. Interview and second ranking; review based upon evaluation criteria.
4. Final approval and allowance to submit an application (11.426, (c.) for a Commercial Cannabis Business Permit (allowance to submit an application for an SUP).
5. Submittal of a SUP.

KEY COMPONENTS OF THE ORDINANCE

1. Permits are annually reviewed through the City Manager's office.
2. Appeals of decisions made after Step 3 are allowed.
3. A denied applicant cannot resubmit within 1 year.
4. Transfer of licenses is not permitted.
5. An offer of community benefit is required upon advancement to Step 5.
6. Permits will not run with the land an applicant applies yearly; non-transferable.
7. Any use that may come in after the commercial cannabis use has been permitted would not require the cannabis business to close. Instead, the commercial cannabis use would become a legal nonconforming use.

COMMUNITY QUESTIONS

- Inspection – By state, and local unannounced inspections
- Community Benefit – Description of benefits offered (economic, community contributions, volunteer service, etc.) – to be identified through application process.
- Banking
 - Cash typically handled through company called “Hard Car”; some traditional banking institutions accepting funds from Hard Car
 - Banking co-ops emerging
 - M, T & D – typically handle less cash; transactions through PO’s; wire transfers; checks

PUBLIC COMMENTS

- INCO Jan. 2019
- Feb. 25th draft available for public comment
- Three comment letters provided
- One comment letter resulted in change in requirement for 24-hour security. Comments generally supportive of draft ordinance
- Input more granular and indicative of details to be provided through evaluation criteria

RECOMMENDATION

That the City Council:

1. Approve the first reading by title only of the City Council of the City of Oxnard adding Article XVI to Chapter 11 and amending Chapter 16 of the Oxnard City Code to permit cannabis manufacturing, testing, and distribution.
1. Adopt a resolution approving the live scan procedure to adopt an Originating Agency Identification (ORI) number to permit the City to obtain both state and federal (FBI) criminal histories for the regulation of cannabis applicants.



CITY COUNCIL AGENDA REPORT

REPORTS

AGENDA ITEM NO. M.1.

DATE: June 4, 2019

TO: Housing Authority Board

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

SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2020. (5/5/5)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving and adopting the recommended \$7,242,417 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2020, as presented for each project area; and
2. Approve and authorize the use of \$539,323 of unrestricted cash and investments to fund the projected deficit.

BACKGROUND

This recommended budget pertains exclusively to the 520 units of LRPH owned and operated by the Housing Authority of the City of Oxnard ("OHA"). The recommended operating budget for all projects and the Central Office Cost Center ("COCC") is \$7,242,417. Of this amount, \$2,030,769 consists of indirect administrative costs. The U.S. Department of Housing and Urban Development ("HUD") categorizes indirect administrative costs as the Central Office Cost Center ("COCC"). The operating budgets, if adopted as recommended, would result in a breakeven position. The reason for this is that, even though the administrative costs have a deficit of \$539,323, the combined project sites have a surplus of \$539,323.

The public housing program continues to be subject to asset management regulations in fiscal year 2020 and therefore each public housing project, as determined in previous years, is funded and budgeted for independently, as is the COCC.

LRPH is funded primarily with two sources of income: tenant rental income and operating subsidy from HUD. The amount of operating subsidy received is based upon a HUD determined formula, which considers the estimated costs to run each public housing development and reduces that by the amount of tenant rental income received by each development. As tenant rental income goes up, operating subsidy decreases and vice versa. An additional consideration in estimating the amount of operating subsidy each development may receive is based on the level of funding appropriated by Congress each year for the overall program. Operating subsidy for each year is appropriated on a calendar year basis. HUD subsidy for 2019 is estimated to be prorated at 88.7% of eligibility. Subsidy for 2020 is unknown as no federal budget has been adopted, so for purposes of the budgets, the proration of funding is also estimated to be 88.7%. We are projecting an increase in operating subsidies in the amount of \$367,000, which is offset by a decrease in tenant rent of \$315,000. Staff continues to work to maximize tenant rent through rent ranging and placing tenants in properly sized units.

The COCC operates on HUD determined fee revenue generated from the projects including a management fee, a bookkeeping fee, and an asset management fee. Also included in the fee revenue to the COCC is a concept termed "fee-for-service" which is guided by HUD regulation. Under this arrangement, for certain specialized services where providing dedicated staff to each project is not practical, a centralized service is available to the projects, charged only as

they are used. Since these fees are classified as expenses to the projects and income to the COCC, on audited financial statements the income and expense for these items would be zeroed out so as not to be double counted. On this budget document, however, they are shown both places to clearly present the entire budget for each project and the COCC.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

As of April 30, 2019, the Authority's COCC Unrestricted Cash and Investments are approximately \$1,330,678 or 65.5% of annual indirect administrative operating costs. In project areas that are expected to result in a deficit position, residual receipts from other project areas can be transferred to cover those losses at year-end. However, residual receipts from project areas cannot be used to fund administrative COCC deficits. Therefore, it is anticipated that the Housing Authority will require the use of approximately \$539,323 in COCC cash reserves in fiscal year 2020. This will leave a balance of \$791,355 in the Unrestricted Cash and Investments funds. This amount represents 39% of the Public Housing Program's annual operating indirect administrative costs. While HUD has no requirement for a specific reserve fund, staff estimates that a minimum of 20% of annual operating costs is an appropriate reserve level.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rhonda Hodge, Housing Finance Officer

ATTACHMENTS

1. LRPH FY 2020 Budget Resolution
2. PHA Board Resolution Form 52574
3. LRPH Budget
4. Presentation Public Housing Program

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF
OXNARD APPROVING AND ADOPTING THE LOW RENT PUBLIC
HOUSING PROGRAM OPERATING BUDGET FOR FISCAL YEAR 2020

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared the Low Rent Public Housing Program Operating Budgets now totaling \$7,242,417 for the fiscal year 2020; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2020 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted rental charges and expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of their time.

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

1. That the Low Rent Public Housing Program Operating Budgets (Operating Budgets) for the fiscal year 2020 totaling \$7,242,417 available on file at the Housing Department and incorporated full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budgets is serving in a variety of positions which will exceed 100% allocation of their time.

APPROVED AND ADOPTED this 4th day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, Secretary Designate

Stephen M. Fischer, General Counsel

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average **10 minutes 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: *****PHA Code:

PHA Fiscal Year Beginning: *****Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☐ Operating Budget approved by Board resolution on:
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, 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 and 3802)

Print Board Chairperson's Name:	Signature:	Date:
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Oxnard Housing Authority
Low Rent Public Housing
Proposed Budget 2019-2020

		311	312	313	314	315	317	318	cocc	Total
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
2999-99-999	Revenue & Expenses									
3000-00-000	INCOME									
3100-00-000	TENANT INCOME									
3101-00-000	Rental Income									
3111-00-000	Tenant Rent	0.00	995,979.00	720,768.00	828,563.00	176,053.00	1,069,024.00	395,664.00	0.00	4,186,051.00
3119-00-000	Total Rental Income	0.00	995,979.00	720,768.00	828,563.00	176,053.00	1,069,024.00	395,664.00	0.00	4,186,051.00
3120-00-000	Other Tenant Income									
3120-01-000	Laundry and Vending	0.00	0.00	0.00	0.00	1,044.00	0.00	5,485.00	0.00	6,529.00
3120-02-000	Maintenance Charge	0.00	1,925.00	1,334.00	1,870.00	4,763.00	9,107.00	2,924.00	0.00	21,923.00
3120-04-000	Late Charges	0.00	225.00	50.00	300.00	0.00	200.00	100.00	0.00	875.00
3120-06-000	NSF Charges	0.00	25.00	25.00	100.00	0.00	150.00	25.00	0.00	325.00
3120-08-000	Cable Charges	0.00	9,600.00	6,720.00	9,600.00	4,800.00	9,600.00	9,600.00	0.00	49,920.00
3129-00-000	Total Other Tenant Income	0.00	11,775.00	8,129.00	11,870.00	10,607.00	19,057.00	18,134.00	0.00	79,572.00
3199-00-000	NET TENANT INCOME	0.00	1,007,754.00	728,897.00	840,433.00	186,660.00	1,088,081.00	413,798.00	0.00	4,265,623.00
3400-00-000	GRANT INCOME									
3401-00-000	HUD PHA Operating Grants/Subsidy	564,758.00	21,906.00	659.00	64,555.00	119,666.00	1,556.00	192,394.00	0.00	965,494.00
3499-00-000	TOTAL GRANT INCOME	564,758.00	21,906.00	659.00	64,555.00	119,666.00	1,556.00	192,394.00	0.00	965,494.00
3600-00-000	OTHER INCOME									
3610-00-000	Investment Income-Unrestricted	39,460.00	31,586.00	28,115.00	30,134.00	8,142.00	25,193.00	15,586.00	38,113.00	216,329.00
3620-00-000	Management Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	712,368.00	712,368.00
3621-00-000	Asset Mgmt Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,400.00	62,400.00
3622-00-000	Bookkeeping Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,864.00	45,864.00
3623-00-000	Fee for Service Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	522,000.00	522,000.00
3624-00-000	IT Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00
3625-00-000	FFS income - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,889.00	29,889.00
3626-00-000	IT Fees - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,000.00	7,000.00
3640-00-000	Fraud Recovery-Adm Fee	4,000.00	0.00	2,960.00	104.00	0.00	0.00	0.00	0.00	7,064.00
3650-00-000	Non-Dwelling Rental Income	0.00	0.00	0.00	30,360.00	0.00	0.00	0.00	48,353.00	78,713.00
3660-00-000	Operating Transfers IN	0.00	0.00	0.00	0.00	119,621.00	0.00	177,749.00	0.00	297,370.00
3670-00-000	Misc Other Income	1,359.00	0.00	40.00	4,426.00	175.00	153.00	691.00	459.00	7,303.00
3699-00-000	TOTAL OTHER INCOME	44,819.00	31,586.00	31,115.00	65,024.00	127,938.00	25,346.00	194,026.00	1,491,446.00	2,011,300.00
3999-00-000	TOTAL INCOME	609,577.00	1,061,246.00	760,671.00	970,012.00	434,264.00	1,114,983.00	800,218.00	1,491,446.00	7,242,417.00
4000-00-000	EXPENSES									

Oxnard Housing Authority
Low Rent Public Housing
Proposed Budget 2019-2020

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4100-00-000 ADMINISTRATIVE									
4100-99-000 Administrative Salaries									
4110-00-000 Administrative Salaries	0.00	150,748.00	105,523.00	114,644.00	66,144.00	135,163.00	131,939.00	785,077.00	1,489,238.00
4110-01-000 Administrative Temp Help	0.00	20,471.00	14,329.00	24,612.00	0.00	23,287.00	0.00	0.00	82,699.00
4110-04-000 Employee Benefit Contribution-Admin	0.00	100,523.00	70,366.00	77,683.00	44,981.00	92,112.00	89,772.00	453,035.00	928,472.00
4110-99-000 Total Administrative Salaries	0.00	271,742.00	190,218.00	216,939.00	111,125.00	250,562.00	221,711.00	1,238,112.00	2,500,409.00
4130-00-000 Legal Expense									
4130-01-000 Court Costs	0.00	567.00	0.00	82.00	655.00	0.00	0.00	0.00	1,304.00
4130-03-000 Tenant Screening	0.00	104.00	73.00	104.00	58.00	106.00	117.00	0.00	562.00
4131-00-000 Total Legal Expense	0.00	671.00	73.00	186.00	713.00	106.00	117.00	0.00	1,866.00
4139-00-000 Other Admin Expenses									
4140-00-000 Staff Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,413.00	2,413.00
4150-00-000 Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,550.00	1,550.00
4171-00-000 Auditing Fees	0.00	2,068.00	1,448.00	2,068.00	1,034.00	2,068.00	2,068.00	1,723.00	12,477.00
4173-01-000 Management Fee	0.00	98,878.00	69,215.00	98,878.00	49,439.00	98,878.00	98,878.00	0.00	514,166.00
4173-02-000 Asset Management Fees	0.00	12,000.00	8,400.00	12,000.00	6,000.00	12,000.00	12,000.00	0.00	62,400.00
4173-03-000 Bookkeeping Fees	0.00	8,820.00	6,174.00	8,820.00	4,410.00	8,820.00	8,820.00	0.00	45,864.00
4182-00-000 Consultants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.00	154.00
4189-00-000 Total Other Admin Expenses	0.00	121,766.00	85,237.00	121,766.00	60,883.00	121,766.00	121,766.00	5,840.00	639,024.00
4190-00-000 Miscellaneous Admin Expenses									
4190-01-000 Membership and Fees	0.00	101.00	70.00	100.00	50.00	100.00	101.00	1,303.00	1,825.00
4190-02-000 Publications	0.00	50.00	0.00	49.00	25.00	50.00	50.00	131.00	355.00
4190-03-000 Advertising	0.00	258.00	181.00	260.00	130.00	257.00	257.00	24.00	1,367.00
4190-04-000 Office Supplies	0.00	397.00	274.00	336.00	159.00	368.00	362.00	1,588.00	3,484.00
4190-05-000 Fuel-Administrative	0.00	101.00	90.00	153.00	138.00	397.00	225.00	1,278.00	2,382.00
4190-06-000 City Overhead	0.00	5,335.00	4,505.00	6,288.00	2,003.00	7,679.00	4,302.00	113,665.00	143,777.00
4190-07-000 Telephone	0.00	1,291.00	983.00	2,150.00	3,633.00	1,887.00	4,090.00	8,156.00	22,190.00
4190-08-000 Postage	0.00	913.00	576.00	862.00	152.00	808.00	213.00	1,818.00	5,342.00
4190-09-000 Paper	0.00	360.00	176.00	225.00	75.00	241.00	151.00	875.00	2,103.00
4190-10-000 Copiers	0.00	1,370.00	1,200.00	1,500.00	223.00	1,175.00	448.00	1,667.00	7,583.00
4190-11-000 Printer Supplies/Services	0.00	733.00	444.00	444.00	334.00	502.00	536.00	2,567.00	5,560.00
4190-12-000 Misc Computer Equipment	0.00	67.00	86.00	87.00	251.00	90.00	548.00	6,686.00	7,815.00
4190-13-000 Internet	0.00	970.00	680.00	1,109.00	1,605.00	1,109.00	1,608.00	3,228.00	10,309.00
4190-14-000 Software/Maintenance Fees	0.00	4,955.00	3,459.00	4,355.00	2,589.00	5,417.00	4,577.00	15,605.00	40,957.00
4190-15-000 Cell Phones/Pagers	0.00	271.00	173.00	317.00	258.00	583.00	268.00	4,606.00	6,476.00
4190-18-000 Small Office Equipment	0.00	252.00	59.00	74.00	109.00	75.00	391.00	169.00	1,129.00
4190-20-000 Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,712.00	9,712.00
4190-21-000 Cable Charges	0.00	9,600.00	6,720.00	9,600.00	4,800.00	9,600.00	9,600.00	0.00	49,920.00
4190-22-000 Other Misc Admin Expenses	0.00	117.00	81.00	136.00	17.00	135.00	33.00	591.00	1,110.00
4190-23-000 Storage	0.00	126.00	90.00	260.00	47.00	194.00	66.00	490.00	1,273.00

Oxnard Housing Authority
Low Rent Public Housing
Proposed Budget 2019-2020

		311	312	313	314	315	317	318	cocc	Total
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4190-24-000	Special Events Exp	0.00	10.00	5.00	8.00	1.00	9.00	2.00	0.00	35.00
4191-00-000	Total Miscellaneous Admin Expenses	0.00	27,277.00	19,852.00	28,313.00	16,599.00	30,676.00	27,828.00	174,159.00	324,704.00
4199-00-000	TOTAL ADMINISTRATIVE EXPENSES	0.00	421,456.00	295,380.00	367,204.00	189,320.00	403,110.00	371,422.00	1,418,111.00	3,466,003.00
4200-00-000	TENANT SERVICES									
4220-00-000	Resident Council	0.00	1,337.00	945.00	1,310.00	662.00	1,324.00	1,337.00	0.00	6,915.00
4220-01-000	Other Tenant Svcs.-OHA	0.00	891.00	630.00	873.00	441.00	882.00	891.00	0.00	4,608.00
4230-00-000	Tenant Services Contract Costs	0.00	708.00	494.00	3,600.00	2,400.00	3,600.00	2,400.00	0.00	13,202.00
4299-00-000	TOTAL TENANT SERVICES EXPENSES	0.00	2,936.00	2,069.00	5,783.00	3,503.00	5,806.00	4,628.00	0.00	24,725.00
4300-00-000	UTILITIES									
4310-00-000	Water	0.00	56,992.00	59,192.00	65,940.00	12,607.00	78,198.00	23,246.00	3,627.00	299,802.00
4320-00-000	Electricity	0.00	8,683.00	6,740.00	17,346.00	32,662.00	18,741.00	54,995.00	17,688.00	156,855.00
4320-01-000	Electricity-Vacant Units	0.00	131.00	43.00	109.00	0.00	252.00	0.00	0.00	535.00
4330-00-000	Gas	0.00	201.00	141.00	1,369.00	9,834.00	661.00	23,988.00	565.00	36,759.00
4330-01-000	Gas-Vacant Units	0.00	147.00	30.00	133.00	0.00	211.00	0.00	0.00	521.00
4340-00-000	Garbage/Trash Removal	0.00	37,647.00	46,205.00	49,749.00	5,765.00	57,075.00	11,107.00	2,425.00	209,973.00
4340-01-000	Dump Expense	2,000.00	1,054.00	1,138.00	857.00	140.00	1,108.00	234.00	0.00	6,531.00
4390-00-000	Sewer	0.00	46,987.00	38,671.00	43,688.00	11,283.00	47,223.00	23,356.00	1,812.00	213,020.00
4399-00-000	TOTAL UTILITY EXPENSES	2,000.00	151,842.00	152,160.00	179,191.00	72,291.00	203,469.00	136,926.00	26,117.00	923,996.00
4400-00-000	MAINTENANCE AND OPERATIONS									
4400-99-000	General Maint Expense									
4410-00-000	Maintenance Salaries	0.00	31,911.00	22,338.00	46,448.00	23,808.00	46,737.00	26,983.00	176,530.00	374,755.00
4410-01-000	Maintenance Labor-Grounds	0.00	25,398.00	17,779.00	52,666.00	10,408.00	42,249.00	23,337.00	16,859.00	188,696.00
4410-02-000	Maint-On Call Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,831.00	6,831.00
4410-03-000	Maintenance - Temporary Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,800.00	46,800.00
4410-04-000	Maintenance OT	0.00	1,013.00	154.00	150.00	453.00	533.00	64.00	62,989.00	65,356.00
4410-05-000	Grounds - OT	0.00	3,213.00	3,185.00	6,799.00	1,060.00	10,212.00	4,554.00	2,638.00	31,661.00
4410-06-000	Employee Benefits Contribution-Maint.	0.00	30,056.00	21,039.00	65,640.00	18,145.00	49,603.00	26,406.00	119,740.00	330,629.00
4411-00-000	Maintenance Uniforms	0.00	325.00	281.00	531.00	231.00	575.00	327.00	1,917.00	4,187.00
4413-00-000	Vehicle Gas, Oil, Grease	0.00	1,335.00	1,058.00	3,146.00	1,040.00	3,012.00	1,303.00	8,810.00	19,704.00
4419-00-000	Total General Maint Expense	0.00	93,251.00	65,834.00	175,380.00	55,145.00	152,921.00	82,974.00	443,114.00	1,068,619.00
4420-00-000	Materials									
4420-01-000	Supplies-Paint	0.00	15,500.00	609.00	1,547.00	1,247.00	3,250.00	740.00	286.00	23,179.00
4420-02-000	Supplies-Grounds	0.00	411.00	171.00	998.00	127.00	1,229.00	143.00	501.00	3,580.00
4420-03-000	Supplies-Appliance	0.00	3,440.00	1,519.00	4,575.00	2,824.00	5,355.00	3,817.00	0.00	21,530.00
4420-04-000	Supplies-Plumbing	0.00	4,926.00	5,945.00	13,021.00	1,638.00	10,139.00	7,558.00	216.00	43,443.00
4420-05-000	Supplies-Electrical	0.00	4,731.00	3,621.00	7,909.00	2,381.00	9,073.00	4,688.00	612.00	33,015.00
4420-06-000	Supplies-Building Repairs	20,000.00	3,765.00	1,934.00	2,451.00	4,004.00	8,132.00	2,773.00	213.00	43,272.00

Oxnard Housing Authority
Low Rent Public Housing
Proposed Budget 2019-2020

		311	312	313	314	315	317	318	cocc	Total
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4420-07-000	Supplies-Windows	0.00	572.00	340.00	2,627.00	427.00	1,084.00	196.00	475.00	5,721.00
4420-08-000	Supplies-Locks	0.00	692.00	1,122.00	419.00	334.00	448.00	971.00	353.00	4,339.00
4420-09-000	Supplies-Janitorial/Cleaning	0.00	1,114.00	604.00	2,461.00	1,009.00	924.00	2,222.00	1,667.00	10,001.00
4420-10-000	Supplies-Safety	0.00	867.00	762.00	1,655.00	465.00	1,472.00	1,813.00	1,920.00	8,954.00
4420-11-000	Tools and Equipment	0.00	551.00	348.00	1,532.00	1,052.00	374.00	1,102.00	3,294.00	8,253.00
4420-12-000	Grounds Tools and Equipment	0.00	114.00	76.00	1,318.00	22.00	765.00	243.00	30.00	2,568.00
4429-00-000	Total Materials	20,000.00	36,683.00	17,051.00	40,513.00	15,530.00	42,245.00	26,266.00	9,567.00	207,855.00
4430-00-000	Contract Costs									
4430-01-000	Contract-Fire Alarm/Extinguisher	0.00	2,436.00	2,791.00	6,432.00	5,804.00	5,300.00	5,601.00	3,225.00	31,589.00
4430-02-000	Contract-Appliance Repair	0.00	1,948.00	1,828.00	1,888.00	892.00	2,270.00	2,311.00	0.00	11,137.00
4430-03-000	Contract-Building Repairs-Misc	0.00	10,721.00	7,825.00	10,805.00	8,560.00	12,398.00	7,342.00	4,030.00	61,681.00
4430-04-000	Contract-Unit Turnaround	0.00	48,469.00	15,072.00	27,211.00	29,116.00	54,089.00	25,676.00	0.00	199,633.00
4430-05-000	Contract-Painting	0.00	143,000.00	9,704.00	3,889.00	5,343.00	6,054.00	6,650.00	152.00	174,792.00
4430-06-000	Contract-Electrical	0.00	4,077.00	5,310.00	3,474.00	2,000.00	4,154.00	7,654.00	1,670.00	28,339.00
4430-07-000	Contract-Pest Control	0.00	1,292.00	187.00	507.00	7,841.00	2,927.00	33,423.00	0.00	46,177.00
4430-08-000	Contract-Floor Covering	0.00	0.00	1,165.00	2,100.00	1,600.00	90.00	1,398.00	462.00	6,815.00
4430-09-000	Contract-Grounds	100,000.00	4,693.00	2,610.00	3,872.00	0.00	1,677.00	0.00	0.00	112,852.00
4430-10-000	Contract-Janitorial/Cleaning	0.00	4,300.00	2,408.00	10,403.00	9,180.00	3,619.00	9,647.00	14,873.00	54,430.00
4430-11-000	Contract-Plumbing	0.00	27,530.00	21,720.00	21,086.00	8,820.00	47,203.00	27,373.00	3,344.00	157,076.00
4430-12-000	Contract-Window Covering	0.00	0.00	0.00	0.00	507.00	0.00	371.00	197.00	1,075.00
4430-13-000	Contract-HVAC	0.00	848.00	530.00	1,022.00	4,411.00	309.00	10,278.00	4,633.00	22,031.00
4430-14-000	Contract-Vehicle Maintenance	0.00	730.00	524.00	1,144.00	245.00	2,101.00	539.00	6,025.00	11,308.00
4430-15-000	Contract-Equipment Rental	0.00	153.00	119.00	200.00	35.00	154.00	75.00	0.00	736.00
4430-16-000	Contract-Equipment Repair	0.00	256.00	312.00	692.00	1,703.00	565.00	1,736.00	300.00	5,564.00
4430-17-000	Contract-Elevator Maintenance	0.00	0.00	0.00	0.00	2,916.00	0.00	6,266.00	2,004.00	11,186.00
4430-18-000	Contract-Alarm Monitoring	0.00	1,730.00	1,211.00	3,616.00	2,417.00	1,884.00	1,781.00	4,440.00	17,079.00
4430-19-000	Contract-Tree Trimming	0.00	3,867.00	1,360.00	8,832.00	375.00	1,650.00	283.00	2,567.00	18,934.00
4430-22-000	Contract-IT Contracts	0.00	1,150.00	206.00	488.00	789.00	280.00	843.00	0.00	3,756.00
4430-23-000	Contract-Lock Outs	0.00	68.00	0.00	22.00	270.00	135.00	1,485.00	0.00	1,980.00
4430-24-000	Contract-Inspections	0.00	2,086.00	2,205.00	2,002.00	787.00	7,425.00	1,301.00	0.00	15,806.00
4430-99-000	Contract Costs-Other	0.00	1,558.00	1,090.00	1,558.00	778.00	1,556.00	1,559.00	0.00	8,099.00
4439-00-000	Total Contract Costs	100,000.00	260,912.00	78,177.00	111,243.00	94,389.00	155,840.00	153,592.00	47,922.00	1,002,075.00
4499-00-000	TOTAL MAINTENANCE EXPENSE	120,000.00	390,846.00	161,062.00	327,136.00	165,064.00	351,006.00	262,832.00	500,603.00	2,278,549.00
4500-00-000	GENERAL EXPENSES									
4510-00-000	WC Insurance	0.00	10,454.00	7,318.00	16,557.00	5,994.00	15,192.00	9,189.00	60,917.00	125,621.00
4510-10-000	Auto Insurance	1,375.00	4,329.00	3,397.00	8,620.00	2,659.00	5,474.00	5,624.00	17,642.00	49,120.00
4510-11-000	Property Insurance	30,800.00	14,897.00	25,148.00	30,251.00	3,453.00	32,218.00	8,972.00	4,254.00	149,993.00
4510-12-000	General Liability Insurance	5,760.00	4,037.00	2,829.00	4,547.00	1,555.00	4,157.00	3,110.00	756.00	26,751.00
4510-13-000	Fidelity Insurance	0.00	211.00	147.00	210.00	105.00	209.00	210.00	61.00	1,153.00

Oxnard Housing Authority
Low Rent Public Housing
Proposed Budget 2019-2020

		311	312	313	314	315	317	318	cocc	Total
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4510-14-000	City-Umbrella Policy	3,575.00	2,506.00	1,756.00	2,822.00	965.00	2,581.00	1,930.00	469.00	16,604.00
4510-15-000	Broker Fees	3,096.00	1,912.00	2,557.00	3,540.00	635.00	3,414.00	1,463.00	1,839.00	18,456.00
4510-16-000	Cyber Liability Insurance	151.00	250.00	167.00	239.00	119.00	241.00	239.00	0.00	1,406.00
4520-00-000	Payments in Lieu of Taxes	0.00	9,836.00	7,286.00	11,476.00	2,922.00	7,405.00	28,561.00	0.00	67,486.00
4570-00-000	Bad Debt-Tenant Rents	14,300.00	4,130.00	260.00	3,200.00	12,300.00	3,840.00	3,800.00	0.00	41,830.00
4599-00-000	TOTAL GENERAL EXPENSES	59,057.00	52,562.00	50,865.00	81,462.00	30,707.00	74,731.00	63,098.00	85,938.00	498,420.00
4700-00-000	HOUSING ASSISTANCE PAYMENTS									
4715-04-000	PH Tenant URP	0.00	0.00	0.00	72.00	0.00	0.00	0.00	0.00	72.00
4715-06-000	PH FSS Escrow Payments	0.00	8,340.00	12,420.00	21,264.00	0.00	8,628.00	0.00	0.00	50,652.00
4799-00-000	TOTAL HOUSING ASSISTANCE PAYMENTS	0.00	8,340.00	12,420.00	21,336.00	0.00	8,628.00	0.00	0.00	50,724.00
8000-00-000	TOTAL EXPENSES	181,057.00	1,027,982.00	673,956.00	982,112.00	460,885.00	1,046,750.00	838,906.00	2,030,769.00	7,242,417.00
9000-00-000	NET INCOME	428,520.00	33,264.00	86,715.00	-12,100.00	-26,621.00	68,233.00	-38,688.00	-539,323.00	0.00

PUBLIC HOUSING PROGRAM

**FISCAL YEAR 2019 – 2020
PROGRAM BUDGET**

HOUSING AUTHORITY OF THE CITY OF OXNARD

4 June 2019

OXNARD PUBLIC HOUSING



Project 31-1

- Colonia Village

Project 31-2

- Felicia Court

Project 31-3

- Colonia Road

Project 31-4

- Pleasant Valley

Project 31-5

- Plaza Vista

Project 31-7

- Cuesta Del Mar, Althea, Concord, Fashion Park, Fremont, and Hill

Project 31-8

- Palm Vista

FY 2020 PUBLIC HOUSING BUDGET



1. The Public Housing Operating Fund provides operating subsidies to housing authorities to assist in funding the operations and maintenance public housing units, in accordance with Section 9 of the U.S. Housing Act of 1937
2. The Housing Authority of the City of Oxnard must submit approved public housing operating fund budgets prior to 1 July 2019
3. Overall program budget recommended is \$7,242,417

FY 2020 PUBLIC HOUSING BUDGET



INCOME

Description	FY 2019 Budget	FY 2020 Budget	Increase (Decrease)
Tenant Rent	\$4,500,588	\$4,186,051	(\$314,537)
Operating subsidy	\$598,714	\$965,494	\$366,780
Management Fees and FFS Income	\$1,505,200	\$1,404,521	(\$100,679)
Operating Transfers from Capital Fund	\$0.00	\$297,370	\$297,370
Other Income	\$297,684	\$388,981	\$91,297
Total Income	\$6,902,186	\$7,242,417	\$340,231



FY 2020 PUBLIC HOUSING BUDGET

EXPENSES			
Description	FY 2019 Budget	FY 2020 Budget	Increase (Decrease)
Administration	\$3,468,121	\$3,466,003	(\$2,118)
Tenant Services	\$28,091	\$24,725	(\$3,366)
Utilities	\$1,052,495	\$923,996	(\$128,499)
Maintenance	\$2,186,754	\$2,278,549	\$91,795
General	\$471,511	\$498,420	\$26,909
Other	\$84,780	\$50,724	(\$34,056)
Total Expenses	\$7,291,752	\$7,242,417	(\$49,335)

THANK YOU

HOUSING AUTHORITY OF THE CITY OF OXNARD

4 June 2019

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CITY COUNCIL AGENDA REPORT

REPORTS

AGENDA ITEM NO. M.2.

DATE: June 4, 2019

TO: Housing Authority Board

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

SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2020. (5/5/5)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving and adopting the recommended \$21,760,439 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2020; and
2. Approve and authorize the use of \$234,189 of unrestricted cash/investments to fund the projected deficit.

BACKGROUND

This recommended budget pertains exclusively to the 1,825 Housing Choice Vouchers administered by the City of Oxnard Housing Authority ("OHA"). The recommended operating budget of \$21,760,439 is comprised of two parts, the housing assistance payments ("HAP") paid to property owners to subsidize rent and the administrative fees used to operate the administration of the Housing Choice Voucher program. The HAP portion of the program is anticipated to be approximately \$19,437,253 for rental subsidies passed directly through the OHA from the Department of Housing and Urban Development ("HUD") to the private landlords in the community. The administrative operations are estimated to be \$2,323,186, which will result in a deficit of \$234,189.

Congress and HUD allocate funding based upon a calendar year, as opposed to the Housing Authority fiscal year. Since the Congressional appropriations process for calendar year 2020 is unknown at this time, estimated fiscal year revenues are provided for budget purposes. Funding in 2019 continues to be at reduced levels. HAP funding has been prorated to 99.5% and administrative funding prorated to 80% of what the OHA is eligible to receive.

The administration of the program will continue to prove difficult during the year with the diminishing resources available to run the program. Staff has been diligent over the years; however, with increasing staffing expenses and operational costs, a deficit position remains.

The proposed administrative budget results in a deficit of \$234,189 and the HAP budget shows a break-even position.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

As of April 30, 2019, the OHA's Housing Choice Voucher program's Unrestricted Cash and Investments are \$1,284,354

or 55% of annual operating costs. It is anticipated that the OHA will require the use of approximately \$234,189 of these funds in fiscal year 2020. This will leave a balance of \$1,050,165 in the Unrestricted Cash and Investments funds. This amount represents 45% of the Section 8 annual operating administrative costs. While HUD had no requirement for a specific reserve fund, staff estimates that a minimum of 20% of annual operating costs is an appropriate reserve level. This will leave a balance of \$1,050,165 in the Unrestricted Cash and Investments funds. This amount represents 45% of the Section 8 annual operating administrative costs. While HUD had no requirement for a specific reserve fund, staff estimates that a minimum of 20% of annual operating costs is an appropriate reserve level.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rhonda Hodge, Housing Finance Officer

ATTACHMENTS

1. HCV FY 2020 Budget Resolution
2. FY2020_HCV Proposed budget
3. HCV Budget Presentation

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF
OXNARD APPROVING AND ADOPTING THE SECTION 8 HOUSING
CHOICE VOUCHER PROGRAM OPERATING BUDGET FOR FISCAL
YEAR 2020

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a Section 8 Housing Choice Voucher Program Operating Budget of \$21,760,439 for the fiscal year 2020; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2020 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of their time.

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

1. That the Section 8 Housing Choice Voucher Program Operating Budget (Operating Budget) for the fiscal year 2020 totaling \$21,760,439 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of their time.

APPROVED AND ADOPTED this 4th day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, Secretary Designate

Stephen M. Fischer, General Counsel

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2020 BUDGET

	Housing Asst		
	Administrative	Payment	Total
	Budget	Budget	Budget
INCOME			
GRANT INCOME			
HAP Income		19,418,034	19,418,034
Admin Fee Income	1,880,512		1,880,512
Port-In Adm Fee	9,500		9,500
Port-In HAP	156,680		156,680
TOTAL GRANT INCOME	2,046,692	19,418,034	21,464,726
OTHER INCOME			
Investment Income - Unrestricted	22,901		22,901
Fraud Recovery-Adm Fee	19,219		19,219
Fraud Recovery-HAP		19,219	19,219
Misc	185		185
TOTAL OTHER INCOME	42,305	19,219	61,524
TOTAL INCOME	2,088,997	19,437,253	21,526,250
EXPENSES			
ADMINISTRATIVE			
Administrative Salaries			
Administrative Salaries	1,063,732		1,063,732
Administrative Temp Help	41,350		41,350
Employee Benefit Contribution-Admin	639,841		639,841
Total Administrative Salaries	1,744,923		1,744,923
Other Admin Expenses			
Tenant Screening	973		973
General Legal	1,707		1,707
Staff Training	7,407		7,407
Travel	4,615		4,615
Auditing Fees	41,892		41,892
Port Out Admin Fee Paid	16,394		16,394
Consultants	194		194
Total Other Admin Expenses	73,182		73,182
Miscellaneous Admin Expenses			
Membership and Fees	3,739		3,739
Publications	383		383
Advertising	1,873		1,873
Office Supplies	4,600		4,600
Fuel-Administrative	1,091		1,091
City Overhead	113,387		113,387
Telephone	7,762		7,762
Postage	13,492		13,492
Paper	2,842		2,842

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2020 BUDGET**

	Housing Asst	
	Administrative	Payment
	Budget	Budget
		Total
		Budget
Copiers	5,000	5,000
Printer Supplies/Services	3,981	3,981
Misc Computer Equipment	13,584	13,584
Internet	2,892	2,892
Software/Maintenance Fees	57,000	57,000
Cell Phones/Pagers	1,969	1,969
Small Office Equipment	1,296	1,296
Bank Fees	7,800	7,800
Other Misc Admin Expenses	697	697
Storage	8,810	8,810
Special Events Exp	85	85
Total Miscellaneous Admin Expenses	252,283	252,283
TOTAL ADMINISTRATIVE EXPENSES	2,070,388	2,070,388
 UTILITIES		
Water	615	615
Electricity	11,743	11,743
Gas	750	750
Garbage/Trash Removal	777	777
Sewer	333	333
TOTAL UTILITY EXPENSES	14,218	14,218
 MAINTENANCE AND OPERATIONS		
General Maint Expense		
Maintenance Labor-Grounds	2,501	2,501
Employee Benefits Contribution-Maint.	1,084	1,084
Total General Maint Expense	3,585	3,585
Materials		
Supplies-Paint	70	70
Supplies-Appliance	267	267
Supplies-Plumbing	457	457
Supplies-Electrical	251	251
Supplies-Building Repairs	171	171
Supplies-Locks	471	471
Supplies-Janitorial/Cleaning	1,704	1,704
Supplies-Safety	984	984
Total Materials	4,375	4,375
Contract Costs		
Contract-Fire Alarm/Extinguisher	36	36
Contract-Building Repairs-Misc	2,782	2,782
Contract-Painting	426	426
Contract-Electrical	521	521
Contract-Pest Control	1,170	1,170
Contract-Floor Covering	228	228

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2020 BUDGET**

	Housing Asst		
	Administrative	Payment	Total
	Budget	Budget	Budget
Contract-Janitorial/Cleaning	8,507		8,507
Contract-Plumbing	1,928		1,928
Contract-HVAC	1,492		1,492
Contract-Vehicle Maintenance	1,163		1,163
Contract-Equipment Repair	207		207
Contract-Alarm Monitoring	2,621		2,621
Contract-Inspections	18,720		18,720
Total Contract Costs	39,801		39,801
TOTAL MAINTENANCE EXPENSE	47,761		47,761
GENERAL EXPENSES			
WC Insurance	10,946		10,946
Auto Insurance	2,465		2,465
Property Insurance	1,536		1,536
General Liability Insurance	8,277		8,277
Fidelity	61		61
City-Umbrella Policy	5,138		5,138
Broker Fees	1,352		1,352
Cyber Liability Insurance	4,364		4,364
Port-In HAP Expense	156,680		156,680
TOTAL GENERAL EXPENSES	190,819		190,819
HOUSING ASSISTANCE PAYMENTS			
Housing Assistance Payments		18,807,175	18,807,175
Tenant Utility Payments		29,856	29,856
Portable Out HAP Payments		515,806	515,806
FSS Escrow Payments		84,416	84,416
TOTAL HOUSING ASSISTANCE PAYMENTS		19,437,253	19,437,253
NON-OPERATING ITEMS			
Gain/Loss on Sale of Fixed Assets			
TOTAL NON-OPERATING ITEMS			
TOTAL EXPENSES	2,323,186	19,437,253	21,760,439
NET INCOME	(234,189)	0	(234,189)

HOUSING CHOICE VOUCHER PROGRAM

**FISCAL YEAR 2019 – 2020
PROGRAM BUDGET**

HOUSING AUTHORITY OF THE CITY OF OXNARD

4 June 2019



HOUSING CHOICE VOUCHER BUDGET

1. The Housing Choice Voucher program assists low income, senior, and disabled households to afford safe and secure housing per the Housing Act of 1937
2. The assistance allows voucher holders to find their own housing as long as the unit housing quality standards
3. The Housing Authority of City of Oxnard operates a Housing Choice Voucher program providing housing assistance payments to up to 1,825 families



HOUSING CHOICE VOUCHER BUDGET

Description	2019 Budget	2020 Budget	Increase (Decrease)
HAP Income	\$18,388,307	\$19,437,253	\$1,048,946
HAP Expenses	\$18,388,307	\$19,437,253	\$1,048,946
Net HAP Income	\$0.00	\$0.00	\$0.00

1. Housing Assistance Payment is the amount paid to private landlords for rental assistance
2. Housing Assistance Payment funding levels are subject to annual Congressional appropriations



HOUSING CHOICE VOUCHER BUDGET

Description	2019 ADMIN BUDGET	2020 ADMIN BUDGET	Increase (Decrease)
Admin Income	\$2,073,621	\$2,088,997	\$15,376
Salary & Benefits	\$1,634,749	\$1,744,923	\$110,174
Other Expenses	\$301,472	\$325,465	\$23,993
Utility & Maintenance	\$73,858	\$61,979	(\$11,879)
General & Other Exp	\$340,798	\$190,819	(\$149,979)
Total Expenses	\$2,350,877	\$2,323,186	(\$27,691)
Total Admin Deficit	(\$277,256)	(\$234,189)	(\$43,067)

Administration funding is based on the number of vouchers leased and a HUD established fee per unit



THANK YOU

HOUSING AUTHORITY OF THE CITY OF OXNARD

4 June 2019