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 Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street
May 22, 2018
Regular Meeting - 6:00 PM
Closed Session - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al. Ventura County Superior Court, Case No. 56-2015-00470344-CU-EI-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

2. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: William Scarpino; et al. v. City of Oxnard
Ventura County Superior Court, Case No. 56-2015-00475721-CU-OR-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Check to the City from the Oxnard Downtown Lions Club.

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.

City Manager Department

1. SUBJECT: Request of Mayor Pro Tem Ramirez: Consideration of Opposing Concealed Carry Reciprocity Act (5/5/5)
   RECOMMENDATION: That City Council discuss and determine whether an item related to consideration of a resolution opposing the Concealed Carry Reciprocity Act should be placed on a future City Council agenda for Council discussion.
   Legislative Body: CC Contact: Scott Whitney Phone: (805) 385-7624

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

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the minutes of the February 13, 2018, February 20, 2018, and February 27, 2018 Regular Meetings as presented.
   Legislative Body: CC Contact: Michelle Ascencion Phone: (805) 385-7805

City Manager Department

2. SUBJECT: Agreements for City Council Review.
   RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:

   A. Interface Children and Family Services (8279-18-CM) for 2-1-1 services provided to Oxnard residents ($37,000).
   B. OpenGov (7868-17-IT) renewal of OpenGov Intelligence software ($32,775).
   C. Aqua Metric Sales Company (Purchase Order No. 6490) for the purchase of water meters ($85,000).
   D. National Auto Fleet Group (purchase Order No. 6836) for the purchase of two Toyota Prius vehicles for the Transportation Division ($49,353).
   Legislative Body: CC Contact: Scott Whitney Phone: (805) 385-7624

Finance Department

3. SUBJECT: Approval of First Amendment to Agreement A-7950 with NBS Government Finance Group - LMD/CFD Consulting.
   RECOMMENDATION: That City Council approve the first amendment to Agreement A-7950 with NBS Government Finance Group in the amount of $501,115.42 for ongoing administrative services of the Landscape Maintenance Districts as well as 1915 Act and CFD bonded Assessment Districts Administrative services.
   Legislative Body: CC Contact: Jim Throop Phone: (805) 385-7475

4. SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services.
   RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Sixth Amendment to Agreement A-7819 with Eadie & Payne, LLP, to increase the amount by $419,503, for a total amended not-to-exceed amount of $1,646,563 for FY17/18 CAFR/Single-Audit/Ancillary Assistance, and to extend the term of the Agreement to December 31, 2020.

Legislative Body: CC Contact: Jim Throop Phone: (805) 385-7475

Information Technology Department

5. SUBJECT: SoftwareOne Inc. - Renewal of Microsoft EA Licenses.
RECOMMENDATION: That City Council authorize Purchase Order 6287 for the full 36-month period of the SoftwareOne/Microsoft EA agreement adopted by Council on May 16, 2017. The agreement with Microsoft expires April 30, 2020, yet the purchase order was only issued for one year. The total amount for the three year period is $278,602. The amount for the 2018/2019 and 2019/2020 fical years is approximately $185,700.
Legislative Body: CC Contact: Keith Brooks Phone: 385-7597

Public Works Department

6. SUBJECT: Award Contract for On-Call Traffic Signal Services PW 18-24.
RECOMMENDATION: That City Council award and authorize the Mayor to execute an agreement in the amount of $600,000 with Taft Electric Company for the On-Call Traffic Signal Services Project PW 18-24 when the agreement is finalized.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

7. SUBJECT: Grant Application for Funding Response to Tree Mortality Event.
RECOMMENDATION: That City Council adopt a resolution authorizing the City Manager to submit an application for $182,325 in federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used for Tree Mortality Event response.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

8. SUBJECT: Approve an Appropriation for the Remediation and Demolition of 325 South K Street.
RECOMMENDATION: That City Council approve and authorize an appropriation of $37,300 for the remediation and demolition of the fire damaged building at 350 South K Street.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

9. SUBJECT: Clean Water State Revolving Fund Financial Assistance Application.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute:

1. A Resolution authorizing the City Manager to execute and file for a State Revolving Fund Financial Assistance Application, to provide the assurances, certifications and commitments therefor, and to carry out the City's responsibilities under the financing agreement;
2. A Resolution designating the amount of project expenditures to be reimbursed by proceeds from the State Revolving Fund; and
3. A Resolution dedicating and pledging revenues and funds for the repayment of the State Revolving Fund loan from the SWRCB.

Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

10. SUBJECT: Adoption of Ordinance No. 2941 Amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.
RECOMMENDATION: That City Council adopt Ordinance No. 2941 (read by title only, waiving further reading) amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code, establishing declared prima facie speed limits on City streets.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

L. REPORTS

City Attorney Department

1. SUBJECT: Anti Price Gouging Ordinance (5/5/5)
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 6 of the Oxnard City Code to impose a prohibition on unfair pricing following the declaration of a state of emergency, local emergency or state of war emergency; adding various definitions relating to the prohibition and making various clerical changes.
Legislative Body: CC Contact: Stephen M. Fischer Phone: (805) 385-7483

Public Works Department

2. SUBJECT: Award Contract for City of Oxnard Parks and Recreation Master Plan. (5/10/5)
RECOMMENDATION: That City Council award and authorize the Mayor to execute an agreement with Colorado Design Workshop, Inc. in the amount of $323,210 for the City of Oxnard Parks and Recreation Master Plan (Agreement No. 8031-17-PW).
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

Economic Development Department

3. SUBJECT: Disposition of Successor Agency Owned Property - 720 South B Street. (10/15/15)
RECOMMENDATION: That the City Council
1. Adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard approving, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and
2. Authorize the City Manager (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the City Attorney and City Special Counsel; and
3. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the City's obligations, responsibilities and duties thereunder; and
4. Authorize a budget appropriation in the amount of $75,000 for the purchase of 720 South B Street property from the Downtown Improvement Project Settlement Fund (DIPSF); or
5. Decline to submit a revised offer for 720 South B Street.

That the Successor Agency:

1. Adopt a Resolution entitled "A Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency, approving, and recommending to its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and
2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and
3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder. ; or
4. Direct staff to accept an offer from the December 1, 2017 process or to accept new offers from those that submitted on or before December 1, 2017.
Legislative Body: CC, SA Contact: Kymberly Horner Phone: (805) 385-7407

4. SUBJECT: Sale of Successor Agency Properties to the City of Oxnard. (10/15/15)
RECOMMENDATION: That the City Council
1. Consider if it wishes to make offers for the Successor Agency-owned parcels commonly referred to as the Social Security Building (425 South B Street.), and the Laundromat (318 W. Fifth Street) and Elizabeth Furniture Buildings (321 W. Sixth Street).
2. If the City Council determines to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings, determine the specific amount of said offers.
3. If the City Council determines to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings, adopt the following Resolutions:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 425 SOUTH B STREET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY; and
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY.

4. Authorize the City Manager (or designee) to execute any necessary agreements to effectuate the purchases along with such non-substantive changes as may be acceptable to the City Attorney and Special Counsel.
5. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreements, and to administer the City's obligations, responsibilities and duties thereunder.
6. Authorize a budget appropriation in the not-to-exceed amount of $770,000 from the Downtown Improvement Project Settlement Fund (DIPSF) for the purchase of the Social Security Building, and the Laundromat Building and Elizabeth Furniture Buildings.

That the Successor Agency:

1. If the City Council elects to make an offer to purchase the Successor Agency parcels commonly known as the Social Security Building, and the Laundromat and Elizabeth Furniture Buildings, determine if Successor Agency wishes to accept the offers from the City.
2. If the City Council elects to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings and the Successor Agency accepts the offers, adopt the following Resolutions:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE SALE OF REAL PROPERTY LOCATED AT 425 SOUTH B STREET TO THE CITY OF OXNARD; and
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE SALE OF REAL PROPERTY LOCATED AT 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET TO THE CITY OF OXNARD.

3. Authorize the Executive Director (or designee) to execute any necessary agreements to effectuate the purchases along with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Special Counsel.
4. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreements, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

Legislative Body: CC, SA Contact: Kymberly Horner Phone: (805) 385-7407

M. ADJOURNMENT

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CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Council Business AGENDA ITEM NO.: 1

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Scott Whitney
Interim City Manager/Police Chief

SUBJECT: Request of Mayor Pro Tem Ramirez: Consideration of Opposing Concealed Carry Reciprocity Act (5/5/5)

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council discuss and determine whether an item related to consideration of a resolution opposing the Concealed Carry Reciprocity Act should be placed on a future City Council agenda for Council discussion.

BACKGROUND

Mayor Pro Tem Ramirez requested that City Council consider placing an item on a future Council agenda to discuss consideration of adoption of a resolution opposing Concealed Carry Reciprocity Act (CCRA, HR38/S446).

Pursuant to the Procedures Manual, the Council discussion will be limited to determining whether staff time and City resources should be spent researching the particular agenda item and whether to direct staff to conduct further analysis on the item. Council will not take action on the item itself.

Concurrence that staff time and City resources will be devoted to the item does not signify approval of the item. It only indicates that the Council wishes to have it studied further. Additionally, the Council may, at any time, decide to drop the matter, even after the matter has been analyzed by staff.

Upon the concurrence of a majority of the Council that the item should be researched and agendized, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities.

FINANCIAL IMPACT

There is no financial impact at this time.

ATTACHMENTS:

Attachment A: HR 38

CONGRESS.GOV

H.R.38 - Concealed Carry Reciprocity Act of 2017

115th Congress (2017-2018) | Get alerts

Sponsor:	Rep. Hudson, Richard [R-NC-8] (Introduced 01/03/2017)
Committees:	House - Judiciary | Senate - Judiciary
Committee Reports:	H. Rept. 115-433
Latest Action:	Senate - 12/07/2017 Received in the Senate and Read twice and referred to the Committee on the Judiciary. (All Actions)
Roll Call Votes:	There have been 2 roll call votes

Tracker: Introduced **Passed House** Passed Senate To President Became Law

Summary: H.R.38 — 115th Congress (2017-2018)

All Information (Except Text)

Listen to this page

There are 3 summaries for H.R.38. Passed House amended (12/06/2017)

Bill summaries are authored by CRS.

Shown Here:
Passed House amended (12/06/2017)
Concealed Carry Reciprocity Act of 2017

TITLE I--CONCEALED CARRY RECIPROCITY ACT OF 2017

(Sec. 101) This bill amends the federal criminal code to allow a qualified individual to carry a concealed handgun into or possess a concealed handgun in another state that allows individuals to carry concealed firearms.

A qualified individual must: (1) be eligible to possess, transport, or receive a firearm under federal law; (2) carry a valid photo identification document; and (3) carry a valid concealed carry permit issued by any state or be eligible to carry a concealed firearm in his or her state of residence.

Additionally, the bill specifies that a qualified individual who lawfully carries or possesses a concealed handgun in another state: (1) is not subject to the federal prohibition on possessing a firearm in a school zone, and (2) may carry or possess the concealed handgun in federally owned lands that are open to the public.

(Sec. 102) This bill does not prohibit a law enforcement officer with reasonable suspicion of a violation of any law from conducting a brief investigative stop in accordance with the U.S. Constitution.

(Sec. 103) It specifies that certain retired and off-duty law enforcement officers who are authorized to carry concealed firearms are not subject to the federal prohibitions on possessing or discharging a firearm in a school zone.

(Sec. 104) It permits a federal judge to carry a concealed firearm in any state if the judge is not prohibited from receiving a firearm under federal law.

TITLE II--FIX NICS ACT

Fix NICS Act of 2017

(Sec. 202) This bill amends the Brady Handgun Violence Prevention Act to require each federal agency and department, including a federal court, to:

- certify whether it has provided to the National Instant Criminal Background Check System (NICS) disqualifying records of persons prohibited from receiving or possessing a firearm, and
- establish and substantially comply with an implementation plan to maximize record submissions and verify their accuracy.

(Sec. 203) The bill amends the NICS Improvement Amendments Act of 2007 to modify the NICS Act Record Improvement Program (NARIP). Specifically, it:

- establishes a domestic abuse and violence prevention initiative as a priority area for NARIP grant funding, and
- creates a funding preference for states that establish an implementation plan and use grant funds to upload felony conviction and domestic violence records.

(Sec. 204) It amends the Crime Identification Technology Act of 1998 to modify the National Criminal History Improvement Program (NCHIP). Specifically, it:

- specifies that facilitating full participation in the NICS, as an allowable use of NCHIP grant funds, includes increasing efforts to pre-validate felony conviction and domestic violence records to expedite eligibility determinations; and
- permits the federal share of a grant to exceed 90% of program costs if a state complies with its implementation plan.

(Sec. 205) This section amends the NICS Improvement Amendments Act of 2007 to:

- direct the Department of Justice (DOJ), in coordination with each state or tribal government, to establish an implementation plan, including benchmarks, to maximize the automation and submission of mental health and criminal history records to the NICS;
- require DOJ to conduct, and publish the results of, compliance determinations for state and tribal governments;
- give preference to certain discretionary grant applicants that substantially comply with an implementation plan; and
- require the NICS to notify law enforcement agencies when a firearm is transferred to a person who is subsequently determined to be prohibited from receiving or possessing a firearm.

(Sec. 206) DOJ's Bureau of Justice Assistance must report to Congress on the use of bump stocks in the commission of crimes, including the number of instances and the types of firearms.

(Sec. 207) The bill authorizes appropriations for FY2018-FY2022 to carry out activities under this title.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 1

DATE: May 22, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, (805) 385-7805

RECOMMENDATION:

That the City Council approve the minutes of the February 13, 2018, February 20, 2018, and February 27, 2018 Regular Meetings as presented.

STRATEGIC PRIORITIES:

This agenda item is a routine operational item that does not directly 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.

ATTACHMENTS:

Attachment A: Minutes 02.13.2018 CC,SA,HA regular meeting

Attachment B: Minutes 02.20.2018 CC regular meeting

Attachment C: Minutes 02.27.2018 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
February 13, 2018

A. ROLL CALL/POSTING OF AGENDA

At 4:37 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority and Oxnard Community Development Commission Successor Agency) 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 Bryan A. MacDonald, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Oscar Madrigal was absent (arrived at 4:45 p.m.). Housing Commissioners Jose Andrade and Francisco Vega arrived at 6:00 p.m.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Ashley Golden, Interim Assistant City Manager; Shiri Klima, Assistant City Attorney; and Michelle Ascencion, City Clerk.

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

C. CLOSED SESSION

The Mayor read the following closed session statement:

"The City Council will recess to a closed session pursuant to Government Code section 54956.9(d)(2), to discuss, based on existing facts and circumstances, a significant exposure to litigation against the City in three potential cases regarding the late claim of Jason Corona, whether to release a liability analysis prepared under threat of litigation regarding allocation of administrative fees to landscape maintenance assessment districts, and in one additional matter."

At 4:38 p.m., the City Council recessed to a closed session. At 6:12 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Arturo Casillas, Housing Director; Kymberly Horner, Economic Development Director; Phillip Molina, City Treasurer; Shiri Klima, Assistant City Attorney; Thien Ng, Interim Public Works Director; and Karen Moore, Assistant City Clerk.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Woodrow Thomas Sr. (sanitary conditions in County facilities), Jan Baskin-Smith (proposed Teal Club Road project), and Jackie Tedeschi (upcoming Inter-Neighborhood Council Organization special meeting).

F. REPORT OF CITY MANAGER

The Interim City Manager requested that item K-3 be considered ahead of the other Report items. He announced various upcoming meetings and events and provided program updates.

The City Clerk gave an update on the upcoming May 1, 2018 Special Election.

G. CITY COUNCIL REPORTS

Councilmember Madrigal discussed the first homicide of the year, the upcoming Downtown Improvement Task Force meeting, the Ventura College open house, Hueneme High School's recent winning sports seasons, upcoming Neighborhood Council meetings, and staying healthy during flu season.

Mayor Pro Tem Ramirez commented on Valentine's Day, a recent Air Pollution Control District meeting, program cuts in the proposed federal budget, and staying healthy during flu season.

Councilman MacDonald announced the upcoming Kiwanis Club Police Officer of the Year ceremony.

Councilmember Perello commented on the City Manager Recruitment subcommittee's activities, and a recent Los Angeles Times article on the proposed creation of a state bank.

Mayor Flynn reported on the recent Channel Islands Harbor Task Force meeting.

Public comments were received from Woodrow Thomas Sr.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1(B), J-2, and J-4 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

J. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:
A. Ventura County Sheriff's Department (8124-17-PO) for High Tech Task Force services ($91,594).
B. Fox Canyon Groundwater Management Agency (Purchase Order No. 6674) for semi-annual groundwater extraction fees ($45,055).
C. State Water Resources Control Board (Purchase Order No. 6686) for State mandated water system fees ($73,489).

City Treasurer Department

2. SUBJECT: Update on the Stale Dated Checks and Filed Claims.
RECOMMENDATION: That the Council receive and file this item.

Public Works Department

3. SUBJECT: Second Amendment to Agreement No. A-7720 - Polymer Purchase.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement Number A-7720 with Solenis, LLC increasing the agreement for an amount of $25,000 for a total not to exceed contract amount of $1,012,000 and extending the termination date of the agreement until March 31, 2018.

4. SUBJECT: Approve the First Amendment to JCI Jones Chemicals, Inc. A-7927.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment with JCI Jones Chemicals, Inc. for the increased cost per gallon for chemicals.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against item J-4. The motion carried 4-1 on item J-4, and 5-0 on the remaining items.

Mayor Flynn announced that item K-3 would be heard next.

K. REPORTS

Economic Development Department

3. SUBJECT: Amendment to the Esplanade Shopping Center Agreement Affecting Real Property.
RECOMMENDATION: That the Successor Agency:
1. Adopt **Resolution No. 28** entitled "Resolution of the Oxnard Community Development Commission Successor Agency, approving, and recommending to its Oversight Board approval of, an Amendment to Agreement Affecting Real Property, by and between the Successor Agency and California Property Owner I, LLC, with regard to the Esplanade Project";
2. Authorize the Interim Executive Director (or designee) to execute the amendment with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and
3. Authorize the Interim Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the amendment and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

The Economic Development Director gave a report. Public comments were received from Jackie Tedeschi. Discussion ensued among the Council, staff, and Brian Baker of Brixmor Property Group.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Housing Department

1. SUBJECT: Relocation Plan for Las Cortes Phase III.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:
1. Receive staff's verbal report and approve the Relocation Plan for the Courts Public Housing Project substantially in the form presented, with such non-substantive changes as may be approved by the General Counsel; and
2. Authorize the Housing Director to prepare, revise, and sign all documents necessary and appropriate to carry out and implement the Relocation Plan, and to administer the Housing Authority's obligations, responsibilities, and duties pursuant to those documents.

The Housing Director gave a report. Public comments were received from Woodrow Thomas Sr. and Pat Brown. Discussion ensued among Council, staff, and Mark Irving of Urban Housing Communities.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, Ramirez, Andrade, and Vega voted in favor; the motion carried 7-0.

City Clerk Department

2. SUBJECT: Approve Contracts and Payments Pertaining to the City of Oxnard Special Election.
RECOMMENDATION: That the City Council:
1. Approve and authorize the Mayor to execute a contract for a not-to-exceed amount of $375,000 (Agreement No. A-8056) with Martin & Chapman for election services;
2. Authorize the Interim City Manager to execute a contract with Gladwell Governmental Services for a not-to-exceed amount of $9,900 (Agreement No. 8191-18-CC) for election consulting services; and
3. Approve payment to the County of Ventura for recall petition signature verification services in the amount of $82,061.98.

The City Clerk gave a report. Public comments were received from Lydia Kaplan. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Mayor Flynn announced vacancies in the Citizen Advisory Groups and Performing Arts Center Board and encouraged residents to apply.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 8:30 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
February 20, 2018

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 Bryan A. MacDonald, Oscar Madrigal, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Bert Perello was absent (arrived at 4:38 p.m.).

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; and Michelle Ascencion, City Clerk.

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

C. CLOSED SESSION

The Mayor read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54957.6(a), to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City's negotiators, Steve Naveau, Director of Human Resources, and Burke Dunphy, City's labor attorney, regarding the Oxnard Public Safety Management Employees' Association (Fire Unit)."

At 4:35 p.m., the City Council recessed to a closed session. At 5:09 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Darwin Base, Fire Chief; Rosemarie Gaglione, Public Works Director; Ashley Golden, Interim Assistant City Manager; Phillip Molina, City Treasurer; Jim Throop, Chief Financial Officer; Jason Benites, Assistant Police Chief; Kenneth Rozell, Assistant City Attorney; Todd Vasquez-Housley, Environmental Resources Manager; and Karen Moore, Assistant City Clerk.

E. APPOINTMENT ITEM

Finance Department

1. SUBJECT: Mid-Year Budget Review and Update.
   RECOMMENDATION: That City Council:

1. Accept the General Fund Mid-Year Status; and
2. Approve the recommended supplemental budget appropriation; and
3. Approve **Resolution No. 15,089** amending Resolution No. 15,029 authorizing and approving classification and salary schedules; and
4. Approve **Resolution No. 15,090** amending Resolution No. 15,028 authorizing full-time equivalent positions

The Interim City Manager, Assistant City Manager, City Attorney, Assistant Police Chief, Fire Chief, and Interim Assistant City Manager gave reports. Public comments were received from Pete Plascencia. Discussion ensued among the Council and staff. Additional public comments were received from Jim Lavery.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Pete Plascencia (La Colonia Boxing Gym), Peter Martinez (commended the Oxnard Police Department's community policing), Woodrow Thomas Sr. (recovery of funds by state and federal entities), Jackie Tedeschi (recent Inter-Neighborhood Council Organization meetings), Martin Jones (city council districts), Steve Nash (gun control), Bruce Boyer (candidate for Ventura County Sheriff), Alicia Percell (compromise offers, letters of credit), Aaron Starr (recall officers' sample ballot statements), and Raul Lopez (various comments).

G. REPORT OF CITY MANAGER

The Interim City Manager announced various upcoming meetings and events and provided program updates. He highlighted the Police Department's recent 2018 James Q. Wilson community policing award.

The City Clerk gave an update on the upcoming May 1, 2018 Special Election.

H. CITY COUNCIL REPORTS

Councilmember Madrigal spoke on the World War II Japanese internment camps, Community Action of Ventura County, neighborhood council meetings, reading at elementary schools, immigration in the county, high school sports, and school shootings.

Mayor Pro Tem Ramirez spoke on school shootings, conceal-carry legislation, and the Police Department's community policing award.

Councilman MacDonald spoke on the Police Department's community policing award.

Councilmember Perello spoke on the Kiwanis Club's Police Officer of the Year event, the Riverpark Dog Park grand opening, the Southwinds PAL grand opening, the Police Department's community policing award, the recent passing of Matthew Thomas, Arline Fay Sincoff, and John MacArthur, and the World War II Japanese internment camps.

Mayor Flynn spoke on homelessness solutions in San Diego and Oxnard, unfunded pension liabilities, and the passing of Matthew Thomas.

Public comments were received from Jackie Tedeschi.

I. REVIEW OF INFORMATION/CONSENT AGENDA (No items were pulled.)

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the November 28, 2017 Regular Meeting (corrected), January 23, 2018 Regular Meeting, and January 29, 2018 Special Meeting as presented.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:
A. Coastal Architects (8157-17-DS) for on-call design and planning project management services ($150,000).
B. Sargent Town Planning, Inc. (7747-17-DS) to amend the scope of work to include on-call design and planning project management services. This Amendment is for additional scope of work and will not increase the contract amount.

Development Services Department

3. SUBJECT: Agreement for On-Call Design and Planning Project Management Services.
RECOMMENDATION: That City Council award and authorize the Interim City Manager to execute the first amendment to Agreement 7746-17-DS with Johnson & Muller Architects for On-Call Design and Planning Project Management Services to increase the total contract amount to $300,000 and extend the contract term to three years and 11-months.

Public Works Department

4. SUBJECT: Agreement No. A-8028 with UniFirst Corporation for Staff Uniform Purchase, Rental and Cleaning.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement Number A-8028 with UniFirst Corporation for a three (3) year agreement at a cost not to exceed $786,250; and
2. Authorize the Purchasing Agent to execute an amendment to Agreement Number A-8028, if needed, for no more than $78,625 (10%) in order to account for potential variance of actual use versus planned use.

5. SUBJECT: Biosolids Hauling Agreement - Finish Line Transport.
RECOMMENDATION: That the City Council:
1. Adopt **Resolution No. 15,091** creating a one-time exemption from Resolution No. 13,932's requirement to obtain three (3) price quotations for biosolids hauling.
2. Award and authorize the Interim City Manager to execute a First Amendment to an agreement with Finish Line Transport (dba Central Coast Transports) for the period of December 5, 2017, through June 30, 2018, in an amount of $185,000 for a total not to exceed agreement price of $210,000.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

L. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995) to Construct 20 Townhome Units Inclusive of 4 Affordable Units (Low Income), and a Tentative Subdivision Map to Create 20 Condominium Units on the 0.91-Acre Parcel Located Within the Southwinds Neighborhood. Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant").
RECOMMENDATION: Open Public Hearing and Continue the Public Hearing to March 20, 2018.

The City Clerk announced the affidavit of publication. Public comments were received from Armando Delgado.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

City Attorney Department

2. SUBJECT: Public Hearing Regarding Draft Maps for Possible City Council Districts and Sequencing of Elections.
RECOMMENDATION: That City Council:
1. Approve a motion selecting the district map that will be included in the ordinance to be considered for first reading on February 27, 2018; and
2. Once the map has been selected, approve a motion selecting the sequencing of the elections in each of the districts to be included in the ordinance to be considered for first reading on February 27, 2018.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The City Attorney introduced Douglas Johnson of National Demographics Corporation, who gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lupe Anguiano, Jon Huycke, Pat Brown, Sandra Arroyo, Fernanda Meza, Frida Rios, Woodrow Thomas Sr., Sergio Soliz Jr., and Steve Nash.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to move forward with the approval of Map #635 and the accompanying election sequencing as recommended. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

M. REPORTS

City Treasurer Department

1. SUBJECT: Investment Policy and Annual Delegation of Investment Authority.
   RECOMMENDATION: That City Council adopt **Resolution No. 15,092**:
   1. Adopting the 2018 Investment Policy for the City of Oxnard; and
   2. Delegating investment authority to the City Treasurer.

Discussion ensued among the Council and staff. The City Treasurer gave a report. Public comments were received from Jackie Tedeschi and Woodrow Thomas Sr.

It was moved by Councilman MacDonald, seconded by Mayor Flynn, to approve the recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Public Works Department

2. SUBJECT: Third Amendment to Agreement with Ecology Auto Parts, Inc. for Supplemental Waste Transfer Hauling Services. (Agreement No. A-7766)
   RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Third Amendment to the Agreement with Ecology Auto Parts, Inc. to extend the expiration from the date of February 15, 2018, to April 27, 2018, and increase the total amount by $600,000 for a total amount not to exceed $3,500,000, for a contract term total of three years and two months for supplemental waste transfer hauling services (Agreement No. A-7766).

The Environmental Resources Manager gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 8:32 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
February 27, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:04 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 Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; Steve Naveau, Human Resources Director; and Michelle Ascencion, City Clerk.

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

C. CLOSED SESSION

The Mayor read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54957.6(a), to provide instructions to the City's negotiators, Stephen M. Fischer, City Attorney, and Wendi Brown, W. Brown Creative Partners, regarding the position of City Manager."

At 5:05 p.m., the City Council recessed to a closed session. At 6:16 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Darwin Base, Fire Chief; Kymberly Horner, Economic Development Director; Kathleen Mallory, Planning Division Manager; Kenneth Rozell, Assistant City Attorney; and Karen Moore, Assistant City Clerk.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Rogelio Quezada for 18 Years of Dedicated Service as Chair of the Rose Park Neighborhood Council.

Mayor Flynn announced that due to Mr. Quezada's absence, the presentation will be postponed to a future meeting.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Woodrow Thomas Sr. (grievances against the city), Lorraine

Pizano Ramirez (unclaimed funds), Elena Salaverria (request for driveway permit), Martin Jones (council district mapping), Maria Ramirez (city's support of Community Action of Ventura County's winter warming shelter), Chad Rohn (cannabis cultivation), Dr. Ramon Flores (winter warming shelter), Abel Magana (annual homeless count), Daniel Chavez Jr. (improving quality of life for Oxnard residents), George Miller (announced upcoming debate regarding council recall), Pat Brown (upcoming recall election), Steve Nash (local gun control measures), Peter Godinez (Good Morning Oxnard program), Lauraine Effress (upcoming recall election), Sofia Vega (parking issues in Southwinds neighborhood), and Al Velasquez (upcoming recall election).

G. REPORT OF CITY MANAGER

The Interim City Manager announced various upcoming meetings and events and provided program updates. He highlighted that the Oxnard Police Department recently received the 2018 James Q. Wilson community policing award.

The Economic Development Director introduced Rigo Gonzalez-Nossa from the Small Business Administration Office of Disaster Assistance, who spoke on disaster relief for small businesses.

The City Clerk gave an update on the upcoming May 1, 2018 Special Election. Public comments were received from Jackie Tedeschi.

H. CITY COUNCIL REPORTS

Councilmember Madrigal spoke on visiting local elementary schools to read to the students, the Thurgood Marshall School's 15th anniversary, an upcoming Downtown meeting, and the Hueneme High School girls basketball team.

Mayor Pro Tem Ramirez spoke on the Camino del Sol community garden, SB623 and the state water supply, a recent Los Angeles Times article on homelessness, and the winter warming shelter. She asked staff to look into enacting local measures against assault weapons.

Councilman MacDonald reported on the Los Angeles/San Diego/San Luis Obispo Rail Corridor ("LOSSAN") Board's actions to increase train routes to Santa Barbara.

Councilmember Perello spoke on the upcoming Inter-Neighborhood Council Organization meeting with the City Manager recruiter, the recent Channel Islands Harbor Task Force meeting, Carty Park, the Southwinds PAL grand opening, and the Ormond Beach Villas veterans home groundbreaking.

Mayor Flynn spoke on the recent Channel Islands Harbor Task Force meeting and planning of the Veterans Day annual commemoration.

City Manager Department

1. SUBJECT: Request of Councilmember Perello: Consideration of Option to Submit Council District Map #635 for Voter Approval.
   RECOMMENDATION: That City Council discuss and determine whether an item related to Approval of District Election Map No. 635 for Voter Approval should be placed on a future City Council agenda for Council discussion.

Councilmember Perello gave a report. Discussion ensued among the Council and staff. Public comments were received from Pat Brown, Daniel Chavez Jr., Lucy Cartagena, and Lauraine Effress. Further discussion ensued.

It was moved by Councilmember Perello, seconded by Mayor Flynn, that following the Council's approval of Map #635, that the map be put forward for final approval by Oxnard voters as soon as possible. VOTE: Flynn and Perello voted in favor; MacDonald, Madrigal, and Ramirez voted against. The motion failed 2-3.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Mayor Flynn announced a correction to item K-2. Items K-1, K-2, K-3, and K-4 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Daniel Chavez Jr. and Al Velasquez.

K. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Second Amendment to Attorney Services Agreement with Colantuono Highsmith & Whatley.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment to the Attorney Services Agreement ("Agreement") with Colantuono, Highsmith & Whatley, PC ("CHW") (Agreement No. 4957-09-CA) for legal services relating to municipal revenues, elections and litigation issues for an increase of $500,000 for a total contract amount not to exceed $949,000.

Finance Department

2. SUBJECT: Budget Appropriation for Bond Payment.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $45,906 from CFD #3 Seabridge at Mandalay reserve fund balance for prepayment of bond calls.

Fire Department

3. SUBJECT: Authorization to Submit Two Grant Applications to the Federal Emergency Management Agency (FEMA) for $372,208 in Assistance to Firefighters Grant Program (AFG) Grant Funds for the Purpose of Swiftwater Rescue Training and Regional Hazardous Materials Training.
RECOMMENDATION: That City Council adopt **Resolution No. 15,093** authorizing:
1. The City Manager to submit a grant application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of $372,208 for the purpose of funding Swiftwater Rescue Training and Regional Hazardous Materials Training;

2. The City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
3. The Chief Financial Officer or designee to submit financial reports, grant claims, and perform all other required financial actions; and
4. The Fire Chief or designee to submit non-financial reports.

4. SUBJECT: Authorization to Submit a Grant Applications to the Federal Emergency Management Agency (FEMA) for $124,000 Under the Hazard Mitigation Grant Program (HMGP). Grant Funds for the Purpose of Providing Seismic Anchoring of City Computer and Communications Systems and Equipment.
RECOMMENDATION: That City Council adopt **Resolution No. 15,094** authorizing:
1. The City Manager to submit a grant application in the amount of $124,000 to the Federal Emergency Management Agency (FEMA) under the Hazard Mitigation Grant Program (HMGP) for the purpose of obtaining the materials necessary to seismically anchor city computers and communication equipment in such a way that they resist damage during earthquakes;
2. The City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and perform all other required financial actions;
4. The Fire Chief or designee to submit non-financial reports.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the Information/Consent items as presented [with the stated correction to item K-2]. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

Mayor Flynn announced that item L-2 would be heard next, ahead of item L-1.

L. PUBLIC HEARINGS

Development Services Department

2. SUBJECT: Introduce for First Reading an Ordinance Authorizing the Implementation of a Community Choice Aggregation Program with the Los Angeles Community Choice Energy Joint Powers Authority and Approving the Related Joint Powers Agreement.
RECOMMENDATION: That the Council consider the introduction of an Ordinance approving the Joint Powers Agreement for the Los Angeles Community Choice Energy program and Authorizing the Implementation of the Community Choice Aggregation Program.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The Planning Division Manager gave a report and introduced Gary Gero of the Clean Power Alliance, who gave a presentation. Mr. Gero also introduced Clean Power Alliance Executive Director Ted Bardacke.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lauraine Effress, Al Velasquez, Steve Nash, and Jackie Tedeschi.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

City Attorney Department

1. SUBJECT: Public Hearing Regarding Districting Process and Introduction of an Ordinance Designating Six Council Districts and the Dates that Elections Would be Held in Each of the Six Districts.
RECOMMENDATION: That City Council:
1. Hold a public hearing regarding the districting process and proposed ordinance that would designate six City Council districts and the dates in which elections would be held in each of the six districts; and
2. Approve the first reading (by title only and waive further reading) of an ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD PROVIDING FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY SIX DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT, ESTABLISHING THE ELECTION ORDER OF EACH DISTRICT AND ADDING SECTIONS 2-2 TO 2-3.5 TO THE OXNARD CITY CODE.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The Assistant City Attorney gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Pat Brown.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against, stating that while he supports council districts, the public should be allowed to vote on the matter. The motion carried 4-1.

M. REPORTS

Development Services Department

1. SUBJECT: Harbor Maintenance Agreement and Payment of Utility Fees.
RECOMMENDATION: That the City Council:
1. Approve a Memorandum of Agreement (MOA) with the County of Ventura (County) as it relates to operations and maintenance responsibilities in Channel Islands Harbor;
2. Authorize the payment of utility services and maintenance of park and median

landscape improvements until March 31st, or until the Board of Supervisors takes action on the subject agreement, whichever occurs first; and

3. Authorize payment of utility services provided by the Channel Islands Beach Community Services District within the Channel Islands Harbor for park and median landscaping and maintenance of bathrooms through the term of the subject agreement.

The Interim Assistant City Manager gave a report. Public comments were received from Al Velasquez, Robert Bravo, and Pat Brown. Discussion ensued among the Council and staff.

Councilmember Perello made a motion to approve an agreement for a maximum of three years; the motion died for lack of a second.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against. The motion carried 4-1.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:01 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 2

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Scott Whitney
Interim City Manager/Police Chief

SUBJECT: Agreements for City Council Review.

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:

A. Interface Children and Family Services (8279-18-CM) for 2-1-1 services provided to Oxnard residents ($37,000).
B. OpenGov (7868-17-IT) renewal of OpenGov Intelligence software ($32,775).
C. Aqua Metric Sales Company (Purchase Order No. 6490) for the purchase of water meters ($85,000).
D. National Auto Fleet Group (purchase Order No. 6836) for the purchase of two Toyota Prius vehicles for the Transportation Division ($49,353).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

FINANCIAL IMPACT

A complete explanation of the agreement and funding sources are attached.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for May 22, 2018

City Manager Contract List for 05/22/2018

Contracts from $25,000 to $250,000

A 2-1-1 Ventura County Program

Vendor:	Interface Children and Family Services	**Amount to be Approved:**	$37,000
Type:	Original Agreement	**Current FY Amount:**	$37,000
Agreement No.:	8279-18-CM	**Total Contract Amount:**	$37,000
Amendment No.:	N/A	**Funding Source:**	101 - General Fund
Purchase Order No.:		**Vendor Selection Process:**	Negotiated Contract
Begin Date:	07/01/2017	**# of Bids/Proposals/Quotes:**	N/A
End Date:	06/30/2018	**Project Manager:**	Luly Lopez
Term:	1 year	**Department:**	Office of the City Manager
		Telephone:	805-385-8017
		Email:	luly.lopez@oxnard.org

Purpose: Staff is requesting authorization to enter into an Agreement with Interface Children and Family Services (8279-18-CM) in the amount of $37,000 for services associated with 2-1-1. The 2-1-1 program connects callers and texters from Oxnard find help they need, including resources for counseling, housing, food, health care and urgent services such as domestic violence shelter and youth crisis assistance. The 2-1-1 service if available 24 hours a day, 7 days week.

Funding has been budgeted in Fiscal Year 2017-18 for these services.

B OpenGov Intelligence renewal

Vendor:	OpenGov	**Amount to be Approved:**	$32,775
Type:	Amendment	**Current FY Amount:**	$32,775
Agreement No.:	7868-17-IT	**Total Contract Amount:**	$65,550
Amendment No.:	1	**Funding Source:**	IT General Fund/731-7301-852-8209
Purchase Order No.:	6326	**Vendor Selection Process:**	Negotiated Contract
Begin Date:	04/01/2018	**# of Bids/Proposals/Quotes:**	N/A
End Date:	03/31/2019	**Project Manager:**	Gary Krumian
Term:	1 year	**Department:**	Information Technology
		Telephone:	805-385-7558
		Email:	gary.krumian@oxnard.org

Purpose: Staff is requesting authorization to enter into a First Amendment with OpenGov (7868-17-IT) in the amount of 32,775 for renewal of software for public access to City's financial data. The City uses the OpenGov Intelligence application to publish its financial and operational data on the oxnard.org website for the benefit of the residents or any other interested parties.

The initial agreement was approved by City Council in May of 2017 and this amendment will extend the term for another 12 months.

City Manager Contract List for 05/22/2018

Contracts from $25,000 to $250,000

C Water Meters

Vendor:	Aqua Metric Sales Company	**Amount to be Approved:**	$85,000
Type:	Change Order	**Current FY Amount:**	$85,000
Agreement No.:	PO#6490	**Total Contract Amount:**	$249,579
Amendment No.:	3	**Funding Source:**	Water Operating Funds (601-6003-843-8121)
Purchase Order No.:	6490	**Vendor Selection Process:**	Negotiated Contract
Begin Date:	08/03/2017	**# of Bids/Proposals/Quotes:**	1
End Date:	06/30/2018	**Project Manager:**	Omar Castro
Term:	11 months	**Department:**	Public Works/Water
		Telephone:	276-5194
		Email:	omar.castro@oxnard.org

Purpose:

Staff is requesting authorization to increase Purchase Order (PO) No. 6490 from $164,578.58 in the amount of $85,000 for a not-to-exceed total of $249,578.58 for the purchase of water meters and parts. This request will allow staff to continue to supply meters to developers and keep the system operational. Funding is available in the current Fiscal Year 2017-18.

The City's meter system is manufactured by Sensus USA, Inc. Aqua Metric is the sole factory authorized representative in the Southern California area for Sensus USA products.

D Vehicle Purchase

Vendor:	National Auto Fleet Group	**Amount to be Approved:**	$49,353
Type:	Purchase Order	**Current FY Amount:**	$49,353
Agreement No.:		**Total Contract Amount:**	$49,353
Amendment No.:	N/A	**Funding Source:**	181 - State Gas Tax/181-3102-803.86-06
Purchase Order No.:	6836	**Vendor Selection Process:**	Joint Purchase
Begin Date:		**# of Bids/Proposals/Quotes:**	1
End Date:		**Project Manager:**	Justin Link
Term:		**Department:**	Public Works Department/Transportation Division
		Telephone:	805-385-8308
		Email:	justin.link@oxnard.org

Purpose:

Staff is requesting authorization to purchase two (2) Toyota Prius One vehicles for the Public Works Transportation Division from National Auto Fleet Group (Purchase Order No. 6836) in the amount of $49,353. The new vehicles will replace an existing 2002 Toyota Prius that has reached its useful life. Pricing is from the National Joint Powers Alliance Contract 120716-NAF, which cost less than the State of California negotiated price.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 3

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Approval of First Amendment to Agreement A-7950 with NBS Government Finance Group - LMD/CFD Consulting.

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That City Council approve the first amendment to Agreement A-7950 with NBS Government Finance Group in the amount of $501,115.42 for ongoing administrative services of the Landscape Maintenance Districts as well as 1915 Act and CFD bonded Assessment Districts Administrative services.

BACKGROUND

In April 2015, the City released a Request for Proposal for ongoing Special Districts administration and support services. Seven companies were solicited and four companies submitted proposals. The award of the agreement was made to NBS Government Finance Group, a firm specializing in the administration of California special financing districts, whose proposal best met the needs of the City.

On May 20, 2015, the City contracted with NBS to conduct an in-depth review and analysis of the City's Landscape Maintenance Districts ("Districts"). As a result of the NBS audit, multiple issues were brought up that needed to be addressed.

As a result of the audit, the City entered into several agreements to address various issues. On

February 7, 2017 the City contracted with NBS through Agreement Number A-7950, specifically to provide staff support for budget preparation, assessment computation and rate analysis, Engineer's Report preparation, levy submittal, removal of the exterior improvements, several additional projects as well as general on call services. Those funds have been exhausted and the agreement will be expiring on June 30, 2018.

Over the past several years, City staff has slowly reduced its use of NBS for consulting within the Assessment Districts. As City Staff continues to take on additional responsibilities and oversight, the use of an outside consultant will continue to diminish. However, in order to continue to provide an added layer of auditing and oversight to ensure the accounting and levy submission is correct, City Staff believes it is necessary to maintain a minimum level of outside consulting services.

There are two different agreements and scopes of services being combined into one agreement. City staff is requesting this first amendment to Agreement A-7950 to incorporate Agreement 7109-15-FN. The entire agreement is on call services, allowing staff to utilize NBS only for the support services needed during the year.

Scope A-2 from Agreement A-7950 is being amended to provide support for budget preparation, assessment computation and rate analysis, Engineer's Report preparation, noticing and resolution coordination, levy submittal and final Engineer's Report. The original agreement amount of $166,700 has been fully spent and with this amendment, an additional $179,715.42 is being added.

Scope C-2 from Agreement 7109-15-FN provides ongoing administrative services for the 1915 Act and CFD bonded Assessment Districts, including data collection, fund analysis, annual assessment levy support, annual reporting, delinquency monitoring, bond calls, release of liens, notice of special assessments, apportionments, parcel tax reporting and county assessor reporting. The current agreement expires June 30, 2018. With this amendment, $154,700 is being allocated to this scope.

Per the amended agreement, a do not exceed amount of $346,415.42 is allocated to the scope within Agreement Number A-7950 (Scope A-2) and a do not exceed amount of $154,700 is allocated to the scope within Agreement Number 7109-15-FN (Scope C-2). The term is three (3) years.

In FY 18/19, 19/20 and 20/21, under Scope A-2, it is estimated that NBS will continue to provide support to City staff on the budget preparation and levy submittal process up to a maximum of $33,405.17. Under Scope C-2, it is estimated the cost for the ongoing administration services will be approximately $40,435 annually. The additional on call services under each scope for special projects and non-ordinary expenses will be determined on a case by case basis if there is available funding.

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 contract will be funded by the various Landscape Maintenance Districts and Community Facilities Districts on an on-call, as needed basis. The FY2018-19 budget includes funding for on-call services to support City staff with LMD budget preparation and levy submittal as well as additional on call services up to $50,000 (Fund 172-1606). There is also funding for the ongoing administration of the 1915 Act and CFD bonded Assessment Districts per the below spreadsheet. Authorization of additional services/projects will be determined on a case by case basis based upon available funding within the individual Landscape Maintenance Districts and Community Facilities Districts.

ACCOUNT	FY 18/19 BUDGET
173-1901-805-8209	$4,000
174-1901-805-8209	$4,000
175-1901-805-8209	$4,000
513-1901-871-8209	$5,150
514-1901-871-8209	$4,725
520-1901-871-8209	$4,010
537-1901-871-8209	$9,025
538-1901-871-8209	$5,525
TOTAL	**$40,435**

ATTACHMENTS:

Attachment A: First Amendment Agreement Number A-7950

Agreement No. A-7950

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This First Amendment amends the Agreement entered into on February 7, 2017, by City and NBS Government Finance Group.

City and NBS Government Finance Group agree as follows:

1. In Section 1 of the Agreement, the phrase "**Exhibit A** attached hereto and incorporated by this reference in full herein" is replaced with "**Exhibits A-2** and **C-2**."

2. In Section 8 of the Agreement, the phrase "[pursuant to the schedule provided in **Exhibit A** attached hereto and incorporated by this reference in full herein]" is removed in its entirety.

3. In Section 12 of the Agreement, the phrase "expire on June 30, 2018," is replaced with "terminate on May 31, 2021."

4. In Section 14 of the Agreement, Subsection (a) is replaced with

"City shall pay Consultant in an amount not to exceed $346,415.42 for the Services in **Exhibit A-2** at the rates provided in **Exhibit B-2**; and $154,700 for the Services in **Exhibit C-2** at the rates provided in **Exhibit D-2**. Invoices for Services provided shall reference **Exhibit A-2** or **C-2**. There shall be no comingling of funds."

5. In Section 22(a) of the Agreement, the phrase "attached hereto and incorporated herein by this reference" is removed in its entirety.

6. Section 43 is hereby added to state:

"<u>Exhibits</u>

Exhibits A-2, B-2, C-2, D-2, and INS-A are attached hereto and incorporated herein by this reference."

7. Exhibit A of the Agreement is replaced with Exhibit A-2, which shall read as follows:

"EXHIBIT A-2
SCOPE OF SERVICES

A. 1972 Act (LMD/MAD) **Administration Services of the** City's **Maintenance Assessment Districts (From January 1st through August 31st of each Fiscal Year)**

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.

2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.

3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.

4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:

   a. Background of the district.
   b. A detailed and technically supported Method of Assessment.
   c. A description of the improvements and services funded by the district.
   d. A cost estimate for the improvements and services being funded.
   e. Copy or reference to the original district diagram.
   f. A table showing assessed rates by zone and land use.
   g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.

5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.

6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame.

Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:

a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
b. Resolution preliminarily approving the Engineer's Report
c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
d. Resolution authorizing the placement of assessments on the secured prope l ty tax bills.

7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A-2), as requested by the City.

8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor- Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.

9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.

10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

B. Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts (On-Call Services)

1. **Removal of Exterior Improvements.** Consultant will review each district, work with the City as it removes the exterior improvements (along major streets), recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

2. **Addition of Interior Improvements.** Consultant will review each district, work

with the City as it adds interior improvements, if applicable, recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

3. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the review and adjustment of historical City administrative fees, removal of exterior improvements, addition of interior improvements, if applicable, and use of surplus funds, if applicable. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of corresponding assessment levies. Consultant will attend two (2) town hall meetings scheduled annually (in addition lo and not including the two (2) public meetings in A(7) of this Exhibit A-2).

C. Assistance to City Staff with the Administration of the Maintenance Assessment Districts (Starting September 1st of Each Fiscal Year, Upon City's Request)

1. **On Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. on particular issues involving the administration of the assessment districts, as requested. On call assistance may include, but not be limited to:
    a. Assistance with the preparation of annual Resolutions, engineer's reports and assessment levies.
    b. Assistance with direct staff allocations.
    c. Assistance with indirect cost allocations.
    d. Assistance with Proposition 218 compliance on an ongoing basis.
    e. Assistance with maintenance contract specifications and bidding.
    f. Assistance with the resolution of inquiries by property owners and the public.
    g. Assistance with the separation of Zone 1 and Zone 2 within the Waterways Assessment District."
    h. Assistance with public relations and outreach to the community

8. Exhibit B of the Agreement is replaced with Exhibit B-2, which shall read as follows:

"EXHIBIT B-2:
RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT A-2

1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 1st through August 31st of each Fiscal Year)

Range of fees below allows the City to select some or all of the tasks from the scope of work. Consultant will rely upon the City for selection of desired tasks each Fiscal Year. Consultant will use its hourly rate schedule to calculate fees within the range set forth below.

Districts or Zones with Less than 300 Parcels.......................................$250-774.29 Each*

Districts or Zones with 300 Parcels or More.......................................$250-1,106.14 Each*

Total Annually $10,250-33,405.14

* Per District Fee reflects a total of $2,000 in expenses and includes engineer's signature and stamp of 2018/19 consolidated engineer's report.

Breakdown of Administration Fees

District Name	Parcel Count	District Fee
LMD No. 03 (River Ridge)	515	$250-1,106.14
LMD No. 09 (Strawberry Fields)	226	250-774.29
LMD No. 10 (Country Club Estates)	153	250-774.29
LMD No. 11 (St. Tropez)	83	250-774.29
LMD No. 12 (Standard Pacific)	255	250-774.29
LMD No. 13 (Le Village)	160	250-774.29
LMD No. 14 (California Cove)	212	250-774.29
LMD No. 15 (Pelican Pointe)	73	250-774.29
LMD No. 16 (California Lighthouse)	265	250-774.29
LMD No. 23 (Greystone)	61	250-774.29
LMD No. 24 (Vineyards)	100	250-774.29
LMD No. 25 (The Pointe)	216	250-774.29
LMD No. 26 (Albertson's)	1	250-774.29
LMD No. 27 (Rose Island)	50	250-774.29
LMD No. 28 (Harborside)	355	250-1,106.14
LMD No. 30 (Haas Automation)	13	250-774.29
LMD No. 31 (Rancho De La Rosa)	233	250-774.29
LMD No. 32 (Oak Park)	27	250-774.29
LMD No. 33 (El Paseo)	190	250-774.29
LMD No. 34 (Sunrise/Sunset)	273	250-774.29
LMD No. 36 (Carmel/Santa Cruz)	330	250-1,106.14
LMD No. 37 (Pacific Breeze)	119	250-774.29
LMD No. 38 (Aldea Del Mar)	294	250-774.29
LMD No. 39 (Promesa & Sueno)	244	250-774.29

LMD No. 40 (Cantada)	113	250-774.29
LMD No. 41 (Pacific Cove)	120	250-774.29
LMD No. 42 (Cantabria & Coronado)	197	250-774.29
LMD No. 43 (Greenbelt)	164	250-774.29
LMD No. 46 (Daily Ranch)	262	250-774.29
LMD No. 47 (Sycamore Place)	111	250-774.29
LMD No. 49 (Cameron Ranch)	36	250-774.29
LMD No. 50 (Pleasant Valley)	60	250-774.29
LMD No. 51 (Pfeiler)	219	250-774.29
LMD No. 52 (Wingfield)	199	250-774.29
LMD No. 53 (Huff Court)	8	250-774.29
LMD No. 54 (Meadow Crest)	50	250-774.29
LMD No. 55 (Wingfield West)	41	250-774.29
LMD No. 58 (Westwind)	156	250-774.29
LMD No. 60 (Artisan)	3	250-774.29
MAD No. 04 (Mandalay Beach/Colony/Hotel)	441	250-1,106.14
Waterways	877	250-1,106.14
Total Annually:		**$10,250-33,405.14**

Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts and Assistance to City Staff with the Administration of the Maintenance Assessment Districts
(Starting September 1st of each Fiscal Year Upon Request or On-Call Services)

Hourly per Schedule Below (Initial Authorization) ....$25,000 *
Estimated Expenses $1,500
Total Fees..$26,500
* City may authorize additional hours as needed.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include, but not be limited to assessment engineer's signature and stamp, travel, mailing fulfillment, postage, supplies, telephone, reproduction, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over $100 requires pre-approval by the City; please send all such requests to Sandra Burkhart, Special Districts Manager at Sandra.Burkhart@oxnard.org or her designee.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City, but not included in the scopes of work above will be billed at this rate or the then-applicable hourly rate.

Title	Maximum Hourly Rate*
Director	$205
Associate Director	$190
Senior Consultant/Engineer	$160
Consultant	$140
Analyst	$120
Resource Analyst	$95

*The Manager and Principal-In-Charge may negotiate lower rates per project."

9. Exhibit C-2 is added to the Agreement as follows:

"EXHIBIT C-2
SCOPE OF SERVICES

1915 Act Assessment District Administration Services

Kick-Off Meeting, Project Schedule. Consultant to meet with City staff, legal counsel and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances that may be involved in the administration of the districts
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

Data Collection. Consultant will gather and review data relevant to the administration of the district. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information and establish a database for the assessment district.

Policy Review. Consultant will review policies and procedures that have been established by the City for compliance with the governing documents and law. These policies will be incorporated into our service to the City.

Cost Recovery. Consultant will identify all costs associated with the administration of the Assessment District and recover those costs through the levy process as outlined in §8682 and §8682.1 of the California Streets and Highways Code. These costs may include, but not be limited to Registrar/Transfer/Paying Agent fees, Arbitrage Rebate calculation fees, bank fees, and expenses of the City and its consultants related to the administration of the district.

Fund Analysis. Consultant will determine the balance requirements and acquire the current cash balances for the district. We will make recommendations to ensure that the flow of funds and fund balances are in compliance with bond documents. Cash flow analysis will also be performed to determine any levy shortfall or surplus.

Annual Assessment Levy. Consultant will calculate the annual assessment levy for each parcel in the district and submit the amount for each parcel to the County in the format and medium (i.e. tape, diskette) required by the County Auditor-Controller.

Resubmission of Rejects. Consultant will research the status of any parcels rejected by the County Auditor-Controller, and resubmit corrected data for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced directly, with payment directed to the City.

Maintain Assessment District Data. Consultant will annually track all parcel changes to ensure that all changes are documented. Historical parcel change and assessment apportionment data will be maintained by NBS.

Annual Report. Consultant will provide a comprehensive Annual Report that will show a detailed listing of the amounts submitted to the County or directly billed for collection, details of delinquent assessments, fund analysis, paid off parcels and release of liens, all bond call activity, and assessed valuation information.

Delinquency Monitoring. Consultant will provide the City with a comprehensive list of delinquencies after each installment becomes due. This report will show delinquency percentage as well as a detailed list of each delinquent parcel.

Prepayment Calculation/Amortization Schedule. Consultant will provide assessment prepayment calculations and amortization schedules to interested parties. The requester will pay the cost of this service; however, there will be no charge to the City or property owners.

Bond Calls. Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

Release of Liens. Consultant will prepare all documents required to release the liens of parcels that have prepaid the assessment.

Notice of Special Assessment. Consultant will provide a "Notice of Special Assessment" disclosure notice to requesting parties as required by §53754 of the Government Code of the State of California. The fee of any Notice of Special Assessment shall be paid by the party requesting the disclosure notice.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments for the district. Bilingual staff is available for Spanish-speaking property owners.

County Assessor Reporting. Consultant will work with the County Assessor to aid in complying with the requirements of Revenue & Taxation Code 163. This includes providing data such as parcel number, original assessment and current principal balance to the County Assessor.

Community Facilities District Administration

Data Collection. Consultant will gather and review data pertinent to the administration of the Community Facilities District. Data will be obtained from various sources such as assessor's parcel maps, building permits and county assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. Consultant will maintain and periodically update a database of all parcels within the districts and relevant parcel information.

Administrative Cost Recovery. Consultant will identify all costs associated with the administration of the Community Facilities District and recover those costs through the levy process as outlined in §53317(e) and §53340 of the Government Code of the State of California. Such costs may include, but are not to be limited to: bank fees, legal fees, county tax collection fees, and all costs and expenses of the public agency and its consultants related to district administration.

Cash Flow Analysis. Consultant will determine the cash flow requirement, acquire current fund balances and make recommendations to keep the flow of funds and fund balances in compliance with the bond documents. Fund transfers might include the transfer of available surplus funds to be used as levy credits or the transfer of reserve funds to the redemption fund upon the prepayment of special taxes. Cash flow analysis will also be performed to determine any levy shortfall or surplus collections.

Special Tax Requirement. Consultant will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of Apportionment, such as principal and interest due, administrative expenses, collection for direct financing of services or facilities, and a fund credit or replenishment as determined from analysis of the district funds.

Levy Calculation. Consultant will calculate the annual special tax levy for each parcel within the Community Facilities District following the guidelines established in the Rate and Method of Apportionment.

Meeting Attendance. Consultant will attend district related Council/Board meetings related to district administration, as requested by the City.

Parcel Tax Reporting

Consultant will prepare a report with information relating to the imposition of each locally assessed parcel tax required by the addition of Government Code (GC) section 12463.2 (chapter 781, statutes of 2014.)

Levy Submittal. Consultant will submit the levy to the County Auditor Controller in the required format and medium (i.e. e-mail, diskette). Special Taxes rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted to the County for collection will be invoiced directly to the parcel owner, with payment submitted to the public agency.

Special Tax Levy Report. Consultant will provide an annual Special Tax Levy Report. This report will include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, current delinquency information, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the districts.

Delinquency Monitoring. Consultant will provide a comprehensive list of delinquencies after each special tax installment becomes due. The delinquency report will provide the district's overall delinquency percentage as well as a detailed list of each delinquent parcel, with the name and address of the delinquent parcel owner, the delinquent amount and penalties.

Prepayment Calculations. Consultant will provide special tax prepayment calculations to interested parties. The party requesting the calculation shall pay the fee of any prepayment calculation.

Bond Calls. Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

Release of Liens. Consultant will prepare all documents required to release the liens of parcels that have prepaid the special tax.

CDIAC Reporting. Consultant will perform all necessary reporting to the California Debt and Investment Advisory Commission as required by §53359.5(b) and §53359.5(c) of the Government Code of the State of California.

Notice of Special Tax Disclosure. Consultant will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the party requesting the disclosure form.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the districts and ongoing collection of the special tax. Bilingual staff is available for Spanish-speaking property owners.

Continuing Disclosure

In accordance with the Continuing Disclosure Certificate of the Bonds, Consultant will support with the annual disclosure filing requirements of the SEC Continuing Disclosure Rule 15c2-12. Specifically, Consultant will perform the following:

Document Review. Consultant will review pertinent documents of the Bonds, including the Official Statement and Continuing Disclosure Certificate. We will identify material such as the Comprehensive Annual Financial Report and/or other operating data that the City has agreed to provide in the Continuing Disclosure Certificate.

Data Collection. Consultant will collect the annual financial information and operating data that the City has agreed to provide to the Electronic Municipal Market Access system, or EMMA.

Report Preparation. Consultant will prepare the Annual Disclosure Report as required in the Disclosure Certificate.

Annual Dissemination. Consultant will disseminate the Annual Disclosure Report including City Financials to EMMA and any SID, and post to our website to allow public access free of charge.

Significant Events. Consultant will prepare and disseminate a "Notice of Significant Events", as listed on the Continuing Disclosure Certificate, to EMMA, as required in the certificate. Action will commence upon notification by the City of the occurrence of any of the events.

City's Responsibilities. The City shall furnish Consultant with any pertinent information that is available to the City and applicable to the services. The City shall designate a person to act with authority on its behalf in respect to the services. The City shall notify Consultant of the occurrence of any events listed in the Continuing Disclosure Certificate. The City shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the services. City understands and agrees that Consultant is entitled to rely on all information, data and documents (collectively, "Information") supplied to Consultant by City or any of its agents, Agreements or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to City or any third party if such Information is not correct.

Delinquency Management

Consultant will develop a comprehensive delinquency management program which includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the City. This service can be provided as part of overall annual administration or as a stand-alone service. When deemed as the appropriate course of action, NBS will perform the following.

Delinquency Reports. Consultant will provide the City with an updated list of delinquencies prior to sending any of the below letters. This report will also detail each district's percentage of delinquencies, as well as a detailed list of each delinquent parcel.

Reminder Letter. At the City's direction, Consultant will send a reminder letter to the property owner of each delinquent parcel for the December 10th installment. The purpose of the letter is to inform and educate the property owner of their obligation to pay assessments.

Demand Letter. At the City's direction, Consultant will send a demand letter to the property owner of each delinquent parcel for the April 10th installment. This letter will be mailed to any property owner who remains delinquent for both installments or who is delinquent for April 10th only. The purpose of this letter is to further educate the property owner and advise them of a potential foreclosure.

Lienholder Letter. At the City's direction, Consultant will send a demand letter to the lienholders of loan-defaulted parcels where a Notice of Default has been filed, notifying them of the special tax / assessment delinquency and the loss of their lien position when judicial foreclosure occurs. The purpose of this letter is to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

Lienholder Research. At the City's direction, Consultant will perform detailed search of public records to identify lienholders on non-loan-defaulted parcels. The purpose of this is to allow further communication from the City to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

Foreclosure Letter. This type of letter is typically sent after the installments for a parcel have been removed from the tax roll. The letter delineates what amount must be paid directly to the City to forestall the turnover of documents to the foreclosure attorney.

Tax Roll Removal and Notice. Consultant will provide the information required to remove parcels from the tax roll and coordinate with the County Auditor Controller to verify the removal. This step is in preparation of turning the parcels over for foreclosure. Once removed from the tax roll, each property owner will receive one final foreclosure letter indicating the amount due and payment instructions. NBS will file the Notice of Intent to Remove Delinquent Installments and remove such Notice upon payment of the delinquency.

Payment Plans. At the City's discretion, Consultant will offer payment plans to property owners in lieu of turning parcels over to the City's foreclosure counsel.

Subsequent Foreclosure Services. Consultant will prepare and deliver all information to the City's foreclosure counsel. Consultant will also continue to supply the City's counsel with additional information throughout the foreclosure process. Consultant will continue to respond to property owner and City staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the City's foreclosure counsel.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Consultant's staff will be available to answer questions regarding the formation and ongoing collection of assessments/special taxes for the districts. Bilingual staff is available for Spanish-speaking property owners.

Apportionments

Parts 10 and 10.5 of the *Streets and Highways Code* detail the methodology and procedure that the City must follow in apportioning the assessment lien on parcels that are reconfigured and/or subdivided. With our experience in district formation and the development of methods of assessment, we are able to ensure that apportionments are properly performed.

Assuming proceeding under the preferred procedure of Part 10.5, Consultant will perform the following:

Application Forms. Consultant will provide apportionment application forms and instructions to the City's Engineering representative for inclusion as a condition of approval for subdivision within an assessment district.

Segregation. Consultant will apportion the special assessment according to the method of spread as described in the engineer's report.

Notice of Apportionment. Consultant will prepare a notice of apportionment and send it via certified mail to the issuing underwriter, as required.

Assessment Diagram. Consultant will prepare an amended assessment diagram and notice. The diagram and notice will be filed and recorded with the County Recorder.

Amortization Schedule. Consultant will prepare an amortization schedule for each newly created assessment type.

Apportionment Report. Consultant will prepare and submit to the City an Apportionment Report showing the finalized apportionment and the amended assessment diagram.

In the event proceedings are undertaken under Part 10, the following ***additional*** items are required:

Resolutions. Consultant will prepare the required resolutions to order the amended assessment, the amended assessment diagram, notices to the property owner, and fix the amount of costs to perform the apportionment.

Public Meetings. Consultant will be available to attend any public meetings required to complete the apportionment."

10. Exhibit D-2 is added to the Agreement as follows:

"EXHIBIT D-2:
RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT C-2

1915 Act administration

District Name	Annual Fee
Assessment District 2000-1	$3,000
Assessment District 2001-1	$3,000

CFD administration

District Name	Annual Fee
CFD No. 2000-3	$3,750
CFD No. 1	$3,750
CFD No. 2	$3,750
CFD No. 3	$3,750
CFD No. 4	$3,750
CFD No. 5	$3,750

Continuing Disclosure

AD 2000-1 Report Fee..$1,500
AD 2001-1 Report Fee (1)....................................$1,500
CFD No. 2000-3 Report Fee (1) $1,500
CFD No. 1 Report Fee (1)....................................$1,500
(1) Reports are combined under the 2012 Revenue Bonds (Series A & B)

Developer's Continuing Disclosure

AD 2000-1 Report Fee..$400

Significant Event Fee.......................................hourly or $250 per event

Dissemination Services:
Report Dissemination (per recipient)........................$25
Significant Event Dissemination (per recipient).............$25

Delinquency Management

Reminder Letters (1)..$15
Demand Letters (1) 30
Lienholder Letters (1, 2) 40
Lienholder Research (Notice of Default Not Filed) ....Hourly
Foreclosure Letters 50
Payment Plan Administration 300
Tax Roll Removal (3, 4) 75

Removal of the Notice of Intent to Remove Delinquent Installments (4) 25
Subsequent Foreclosure Fees (4) 100

All fees are based on a per parcel/per district basis, except as noted below.

1. This fee will be recovered as part of the next levy.
2. Letter is sent to lienholders where public Notice of Default has been filed. Fee reduced to $20 when sent jointly with Demand or Foreclosure Letter to same parcel.
3. This fee includes filing of the "Notice of Intent to Remove Delinquent Installments" but does not include County fees for removal from the tax roll.

Apportionments

Apportionments will be performed upon request and paid for by the requesting party at consultant's then current fee structure, as shown below. Consultant will apportion the assessment according to the original method of spread, prepare the amended assessment diagram, and record the notice of apportionment and amended diagram per Parts 10 and 10.5 of the Streets and Highways Code.

Apportionment Fee (Four parcels or less): $950
Apportionment Fee (Five or more parcels):...$1,800
(plus $35 per parcel)

Recording Fee (each): $40

PART 10 (IN ADDITION TO FEES SHOWN AS PART 10.5 ABOVE)

Resolutions: $300
Meeting Attendance: .... hourly, plus travel costs*

ANNUAL FEE INCREASES

Cost of living increases may be applied to the Administration and Disclosure services listed above on October 1 each year, beginning with October 1, 2019. The COLA would be the actual cost of living increase based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Southern California counties.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over $100 requires pre-approval by the City; please send all such requests to Sandra Burkhart, Special Districts Manager at Sandra.Burkhart@oxnard.org or her designee.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	$ 205
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95"

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

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

CITY OF OXNARD

Tim Flynn, Mayor Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

3/26/18

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Sandra Burkhart, Project Manager Date

Jim Throop, Department Head Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

NBS GOVERNMENT FINANCE GROUP

3/27/18

Michael Rentner, President/CEO Date

Board Secretary

3/27/18

Dave Ketcham, Vice President Date

The City requires the following for any Agreement:

- 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

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CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 4

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

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

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That the City Council approve and authorize the Mayor to execute the Sixth Amendment to Agreement A-7819 with Eadie & Payne, LLP, to increase the amount by $419,503, for a total amended not-to-exceed amount of $1,646,563 for FY17/18 CAFR/Single-Audit/Ancillary Assistance, and to extend the term of the Agreement to December 31, 2020.

BACKGROUND

Public sector audit activities must be configured appropriately to enable public sector entities to fulfill their duty to be accountable and transparent to the public while achieving their objectives effectively, efficiently, economically, and ethically. Thus, there is a need for an external auditor to provide this oversight and transparency.

In September 2015 the City hired the external audit firm Eadie & Payne, LLP. The audit firm was selected as the firm best meeting the needs of the City. Eadie & Payne LLP had extensive relevant experience with complex municipalities, including having uncovered numerous deficiencies in the City of Montebello. Additionally, the firm proposed an enhanced level of service to the City, and was able to accommodate an abbreviated time line in order to complete the financial audit by December 31, 2015.

Since the initial agreement, the audit firm has conducted annual audits for FY2015, FY2016, FY2017, and work is now to begin on FY2018. The increase in scope for FY2017 audit was due to litigation with which Eadie & Payne assisted the City in providing supplemental information required by the City's litigation counsel. The firm has worked hard to assist the City in mending its financial issues, with some of the financial issues going back decades.

This amendment is requesting an additional $341,718 for audit and ancillary services for FY2018-19. However an additional $77,785 for out-of-scope ancillary work (assistance with year-end close), and legal support for current litigation issues is being requested from General Fund reserves for the current fiscal year. The total requested increase would be $419,503.

The City will follow the required process of issuing an RFP for auditor services every five years. This will allow the current auditors to work through FY2018-19, but with a new- audit firm starting the following year for FY2019-20.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

A portion of this requested amendment, $341,718, will be part of the FY2018-19 budget; however, $77,785 will need to be appropriated from General Fund reserves for the current fiscal year, as the Finance department does not have budget capacity to cover these additional audit costs. All audit costs are allocated to all city funds through the cost allocation model, such that the General Fund will recoup a portion of these increased costs.

Current estimated FY2017-18 year-end General Fund reserves are estimated to be $10.3M or 12%.

ATTACHMENTS:

Attachment A: Sixth Amendment to Agreement No. A-7819 with Eadie Payne Final 05 11 18

Agreement No. A-7819

SIXTH AMENDMENT TO AGREEMENT FOR ACCOUNTING SERVICES

This Sixth Amendment (**"Sixth Amendment"**) to the Agreement for Accounting Services (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this _____ day of __________, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Eadie & Payne, LLP (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties"** in this Sixth Amendment.

This Sixth 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, and on April 4, 2017, by a Fifth Amendment.

City and Consultant agree as follows:

1. In Section 12 (titled Term of Agreement) of the Agreement, the date "March 31, 2018," is hereby replaced with the date "December 31 2020."

2. In Subsection (a) of Section 14 (titled Compensation) of the Agreement the amount of "$1,227,060" is hereby replaced with "$1,646,563".

3. Section 36 (titled Counterparts) of the Agreement is hereby replaced in its entirety with the following:

   "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."
4. In Section 1 of the Agreement, Exhibits A, A-1, A-2, A-3 and A-4 are supplemented by Exhibit A-5, which is attached hereto and incorporated herein by this reference.
5. In Section 8 of the Agreement, Exhibits B and B-1 are supplemented by Exhibit B-2, which is attached hereto and incorporated herein by reference.
6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7819

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

CITY OF OXNARD

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date
☐ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

Jim Throop, Department Head (if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

N/A
Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) — Date

VENDOR/CONTRACTOR/CONSULTANT

Eden C. Casareno, General Partner — Date

Hong N. Nguyen, General Partner — 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;
- 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-5

Audit Fees for FY 2017/18 CAFR/Single Audit		
Scope of Services	**Hours**	**Amount**
City Audit	1,255	$ 174,528
Single Audit	180	25,000
SCO Report	90	10,000
Streets Report	40	5,000
CAFR Preparation	215	30,000
GANN Agreed-Upon Procedures	5	690
Assistance for GASB 68	100	14,000
Riverpark JPA Audit	18	2,500
Meetings with Management	60	10,000
Meetings with Council & FPTF	60	10,000
Sub Total	2,023	$ 281,718
Out of Pocket Expenses		35,000
Total		**$ 316,718**
Additional Services:		
Supplementation ancillary Services for legal support	180	$ 25,000
	Grand Total	**$341,718**
Blended Rate		$ 139

EXHIBIT B-2	
SCHEDULE OF SERVICES	
Description	**Schedule (Dates)**
Street Report- 1 week	September 2018
City Audit - 6-8 weeks	June & October 2018
CAFR - 2-3 weeks	November/December 2018
Single Audit - 2-3 weeks	December 2018 - January 2019
SCO Report - 1-2 weeks	January 2019
REPORT ISSUANCE DATE	December 31, 2018

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 5**

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Keith Brooks
IT Director

SUBJECT: SoftwareOne Inc. - Renewal of Microsoft EA Licenses.

CONTACT: Keith Brooks, IT Director
Keith.Brooks@Oxnard.org, 385-7597

RECOMMENDATION:

That City Council authorize Purchase Order 6287 for the full 36-month period of the SoftwareOne/Microsoft EA agreement adopted by Council on May 16, 2017. The agreement with Microsoft expires April 30, 2020, yet the purchase order was only issued for one year. The total amount for the three year period is $278,602. The amount for the 2018/2019 and 2019/2020 fical years is approximately $185,700.

BACKGROUND

The City uses Microsoft Enterprise Agreement licenses for computers and equipment in use by Public Safety personnel. In 2005, the City approved the acquisition of software licenses under the County of Riverside Microsoft Enterprise Master License Agreement. Agreement 8274-18-IT with SoftwareOne, Inc. was approved by Council on May 16, 2017 for three years at an approximate total cost of $279,000. Purchase Order 6287 was created on April 24, 2017 for a period of one year and a one year cost of $92,867.30. The purchase order needs to be altered to include the entire three year term and approximately $279,000 total cost of the agreement as approved by Council.

The vendor, SoftwareOne, Inc. was selected based on the piggy-back agreement between SoftwareOne and the County of Riverside entered on November 2016 which allows the purchase of software licenses at a reduced bulk rate only available to organizations with over 15,000 users. The Riverside contract is based on the lowest pricing available for Microsoft EA licenses in the State of California.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and it also 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 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

For the remaining two-year period of the agreement, the cost to the City will be approximately $186,000. For the current fiscal year, $84,609.05 is due on June 1, 2018. This cost is funded through the IT Department’s operating budget.

ATTACHMENTS:

Attachment A: Software One Microsoft EA Renewal 2017-18

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
006287

DATE: 4/24/2017

VENDOR PHONE: (800)400-9852
VENDOR FAX: ( ) -
VENDOR #: 19700
VENDOR ADDRESS: SOFTWARE ONE, INC.
20875 CROSSROADS CIRCLE
SUITE 1
WAUKESHA, WI 53186

SHIP TO: INFORMATION SYSTEMS
300 W. THIRD ST,
SUITE 200
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
05/30/2017	0000003192	04/14/2017	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	73173018528209		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	1.00 / DL	MICROSOFT ENTERPRISE AGREEMENT	84,609.0500	84,609.05
2	1.00 / DL	MICROSOFT EA CORE TRUE-UP	8,258.2500	8,258.25

TOTAL PURCHASE AMOUNT **$92,867.30**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. [signature]

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

COUNCIL APPROVED 5/16/2017 J3(A)
DATE

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	75050007	Framework ID *(if applicable)*	
Previous Enrollment number *(Reseller to complete)*	5186522		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of

Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use

Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

2. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

3. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Oxnard on Behalf of Oxnard Police Department
Contact name* First Keith **Last** Brooks
Contact email address* Keith.brooks@oxnardpd.org
Street address* 251 S. C Street, Oxnard
City* Oxnard
State/Province* CA
Postal code* 93030-5711-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 805-385-7597
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible

Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Keith **Last** Brooks
Contact email address* Keith.brooks@oxnardpd.org
Street address* 251 S. C Street, Oxnard
City* Oxnard
State/Province* CA
Postal code* 93030-5711-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 805-385-7597
Language preference. Choose the language for notices. English
This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Keith **Last** Brooks
Contact email address* Keith.brooks@oxnardpd.org
Phone* 805-385-7597
This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State/Province* WI
Postal code* 53186-4093
Country* United States
Contact name* MS* Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* ______________________
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

4. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Oxnard on Behalf of Oxnard Police Department
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- **a.** Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- **b.** Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- **c.** An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- **d.** The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- **e.** Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Standard Enrollment	5186522	X	X

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
0582152.001	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	415	0	-	Yes	Device Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	415
Client Access License (CAL)	
Core CAL	
Core CAL	415
Windows Desktop	
Windows Enterprise OS Upgrade	415

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Windows Intune + EMS USL + Secure Productive Enterprise	Win E3 + Win E5 + Win VDA + Secure Productive Enterprise
Quantity	415	415	415	415

Enrolled Affiliate's Price Level:

Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73970

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	0582152.001_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

APPROVED AS TO FORM:
for
Stephen M. Fischer
City Attorney

Customer

Name of Entity (must be legal entity name)* City of Oxnard on Behalf of Oxnard Police Department

Signature* Greg Nyhoff

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

** indicates required field*

Microsoft Affiliate

Microsoft Corporation

Signature

Printed First and Last Name

Printed Title

Signature Date
(date Microsoft Affiliate countersigns)

Agreement Effective Date
(may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Participating Agreement #RIVCO-20800-013-12/19

County of Riverside Master Microsoft Enterprise Agreement #01E73970

This Agreement, made and entered into this 8th day of November, 2016, by and between **SOFTWAREONE**, ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). The parties agree as follows:

1. This agreement covers the enrollment into Microsoft Enterprise Agreement (EA) #01E73970 for all available products and services offered. All terms and conditions of EA #01E73970 are incorporated by reference and shall apply to the purchase of products and services.

2. This agreement is available for use by all government entities within the State of California which the CONTRACTOR can enroll in EA #01E73970 (Enrolled Affiliate) for a period of 36 months. Enrollment documents will contain the terms and conditions specific to each entity.

3. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by EA #01E73970 and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for payment.

3.1 COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. COUNTY shall in no way be responsible to other entities for their purchases, including but not limited to product selection or implementation, services or other related matters.

3.2 CONTRACTOR shall notify each entity in writing of the requirements stated in Section 3.1.

4. This agreement shall be effective upon signature by both parties and continues in effect through December 31, 2019, unless terminated earlier.

5. **Contractor Responsibilities:** CONTRACTOR will offer the following services at no additional charge. It is the responsibility of the government entities to determine which services, if any, meet their needs and communicate that to the CONTRACTOR.

a) Provide reports showing year to date annual spend according to entity's specifications. Frequency will be determined by each entity (monthly, quarterly, etc.).
b) Provide reports of licenses purchased and added on to enrollment according to entity's specifications. (Intended for an enrollment that has licenses for multiple entities within a governmental body - county, city, etc.) Frequency will be determined by each entity (monthly, quarterly, etc.).
c) At the entity's request, provide a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of licenses, track licenses at department/entity levels, transfer licenses to and from each department/entity, and have reporting functionalities.
d) Provide training to the entity's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. CONTRACTOR should outline what aspects of training they feel would be beneficial.
e) Provide documentation to the entity within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.
f) Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment.
g) Provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the entity. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D -7.5% or D), LSP's uplift and contracted unit price.

6. **Participation Form:** CONTRACTOR must complete and return the **Microsoft LSP Participation Form**, included as Exhibit A with this agreement.

7. **Usage Reporting:** CONTRACTOR will provide the **LSP Reporting of Active Enrollments Form** showing a list of enrollments leveraging Master Microsoft Agreement #01E73970 to County by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivcoit.org. A copy of the form is included in this agreement as Exhibit B.

NOV 08 2016 3-11

8. Administrative fees: CONTRACTOR will pay the COUNTY annually for each enrollment leveraging the Master Microsoft Agreement #01E73970. This will be a one-time fee of $100 for each year of a committed enrollment (including shadow enrollments) regardless of entity's enrolled commitment amount.

8.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified from the LSP Reporting of Active Enrollments Form submitted by CONTRACTOR each year. Payment is due to RCIT thirty (30) days from invoice date. The COUNTY will not accept credit as form of payment.

8.2 Failure to meet the administrative fee requirements and submit fees on a timely basis may constitute grounds for suspension or termination of this agreement.

9. Pricing: Base Price is Government Level D -7.5% of Published Reseller Cost (Net) for all product and online services and Level D for Azure metered services.

9.1 Contractor Pricing:

Category	Description	Unit of Measure	Percentage
License/SA or SA	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	**2.00%**
Subscriptions Except Azure	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%. * Subscriptions pricing for future annual payments shall match the added at signing cost so that subscriptions for the same product after the start of the agreement do not have different prices for the same SKU.	Markup	**2.00%**
True-up / New Purchases / New Subscriptions not Added at Signing Configuration	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D -7.5%	Markup	**2.00%**
Azure only	Percentage markup from County of Riverside's Master Microsoft Enterprise Agreement No. 01E73970, Level D.	Markup	**2.00%**

10. Contract Management: The contacts for this agreement for COUNTY shall be both RCIT and Purchasing as listed below.

10.1 Primary Contact:

Jenifer Rutherford, Administrative Services Analyst II

Riverside County Information Technology

3450 14th Street, Riverside, CA 92501

Direct: (951) 955-7785

Email: jenifer.rutherford@rivcoit.org

10.2 Secondary Contact:

John Miller, Sr. Procurement Contract Specialist

County of Riverside Purchasing and Fleet Services

2980 Washington Street, Riverside, CA 92504

Direct line: (951) 955-4945 or (951) 955-4937

Email: JMMiller@rivcoit.org

10.3 The CONTRACTOR contact for this agreement is listed below:

Aaron Liggitt, SLG Software Portfolio Consultant

20875 Crossroads Circle, Suite 1

Waukesha, WI 53186

Phone: 916-735-3942

Email: Aaron.Liggitt@SoftwareONE.com

10.4 Should CONTRACTOR contract management information change, the CONTRACTOR will provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

11. This agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: John J. Benoit

John J. Benoit, Chairman

Board of Supervisors

Dated: NOV 08 2016

SOFTWAREONE

By: Margarita Apodaca

Name: Margarita Apodaca

Title: Operations Analyst

Dated: 10/28/2016

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

By: ______________________

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: ______________________ 11/2/16

Neal Kipnis,

Deputy County Counsel

STEVE RENEKER
Chief Information Officer

DAVE ROGERS
Chief Technology Officer

RCIT

LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau

VEVA HARGUINDEGUY, ACIO
Converged Communications Bureau

JIM SMITH, ACIO
Technology Services Bureau

Exhibit A - Microsoft LSP Participation Form

Complete this formand return to:	Payment should be made to:
Attention: Jenifer Rutherford E-mail: MasterMicrosoftAdmin@RivcoIT.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Software One, Inc.

Name: Aaron Liggitt Title: SLG Software Portfolio Consultant

Address: 20875 Crossroads Circle, Suite 1

City: Waukesha, WI Zip Code: 53186 Telephone #: 916-735-3942

Fax #: 800-366-9994 Email: Aaron.Liggitt@SoftwareONE.com

The County of Riverside is the host of the Microsoft Master Agreement 01E73970. All questions regarding the products and licensing should be directed to Microsoft.

We agree to pay the participation (administrative) fees for each enrollment that is established by leveraging the County of Riverside Microsoft Master Agreement in accordance to the schedule referenced in agreement, Section 8, and any subsequent contracts or amendments.

We agree that all enrollments will be submitted to Microsoft directly, to report enrollment activity and comply with the payment schedule per per agreement, Section 8, to Riverside County Information Technology.

Please reference the remittance information above when sending the payment.

Margarita Apodaca 10/28/2016
Signature Date

Margarita Apodaca Operations Analyst
Printed Name Title

3192

K.5.a

CCRC
4/20/17
REVIEWED

CITY OF OXNARD CALIFORNIA

IT Department
Keith Brooks, IT Director

Date: April 18, 2017

To: Purchasing

From: Gary Krumian

Subject: Renewal of Microsoft EA software

We request renewal of the Microsoft Enterprise Agreement licenses used for public safety. In 2005, the City approved the acquisition of software licenses under the Microsoft Enterprise Master License Agreement for the County of Riverside. They City's piggybacking with the Riverside agreement allows the purchase of software licenses at a reduced bulk rate only available to organizations with over 15,000 users.

Funds for the attached invoice are available and encumbered in account number 731-7301-852.82-09 for $92,867.30.

Thank you for your assistance. If you have any questions or require additional information, please do not hesitate to contact me at Ext. 7558.

Requisition #: 3192 Vendor # 19700
Account #: 731-7301-852.82-09 Dollar Amount: $92,867.30

Regards,
Gary Krumian

softwareONE
The Software Licensing Experts

Quoted by Jason Carmer
Phone 720-308-6327 jason.carmer@softwareone.com

Please fax your POs to our Client Assistance Center at 800-366-9994 or email to: statestore@softwareone.com - Call 800-400-9852, option 2, to check order status.

	Quoted to:	Oxnard Police Dept		
		Juan Cortes		
		juan.cortes@oxnardpd.org		
Date:	*4/18/2017*			
Quote#:	42843			

Important: Please provide the email address of the recipient designated to receive a SoftwareONE order confirmation and/or receive electronic software deliveries.

Quantity	*Part #*	*Description*	*Unit Price*	*Ext. Price*
4	6QK-00001	Azure Monetary Commit. Yearly Commit	$ 1,200.00	$ 4,800.00
415	269-12442	Office Pro Plus. Platform pricing. SA only renewal	$ 80.28	$ 33,316.20
415	KV3-00353	Windows Desktop OS. E3. Per Device. Platform pricing. SA only renewal	$ 35.43	$ 14,703.45
415	W06-01069	Core CAL (includes windows server, exchange server standard CAL, sharepoint standard CAL, SCCM CAL, end point protection and Lync standard). Platform pricing. Per Device. SA-only renewal	$ 30.50	$ 12,657.50
9	D86-01253	VisioStd ALNG SA MVL	$ 43.62	$ 392.58
8	7NQ-00292	SQL Server Standard. Per Core. 2 core license. SA only renewal	$ 540.94	$ 4,327.52
20	6VC-01253	Windows Remote Desktop Services CAL. Per Device. SA only renewal	$ 15.25	$ 305.00
120	9EA-00278	Windows Server Datacenter. Per core. 2 core license. SA only renewal. 240 total cores	$ 116.45	$ 13,974.00
8	9EM-00270	Windows Server Standard. Per core. 2 core license. SA only renewal. 16 total cores	$ 16.60	$ 132.80
		True up items		
2	P71-07281	WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	$ 3,832.56	$ 7,665.12
1	P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	$ 593.13	$ 593.13
	Product-total			$ 92,867.30
	Sub-Total			$ 92,867.30
	Tax	***ESD - nontaxable. Please type "Electronic Software Delivery" on your PO.***		$ -
	Shipping			No Charge
	Total	**payment due April 2017**		$ 92,867.30

Prices good for 30 days

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.

Contract Compliance Review Committee
Item Submission Form

Item Type	Purchase Order	Choose Item Type from drop-down list
Agreement Number		
N/A		
Begin Date	05/21/2017	
End Date	05/20/2018	
Term	1 year	
Title / Purpose	Microsoft Enterprise Agreement	
Vendor	SofwareOne, Inc.	
Selection Process	Negotiated Contract	Choose Selection Process from drop-down list
Number of Bidders		
Department	Information Technology	
Project Manager	Raja Bamrungpong	
Telephone	805-385-7654	
Email	raja.bamrungpong@oxnard.org	
Project Description	This agreement is for the renewal of the Microsoft Enterprise Agreement licenses used for public safety. In 2005, the City approved the acquisition of software licenses under the Microsoft Enterprise Master License Agreement purchased through CompuCom for the County of Riverside. They City's piggybacking with the Riverside agreement allows the purchase of software licenses at a reduced bulk rate only available to organizations with over 15,000 users. There are two invoices attached from the vendor. One is for $84,609.05 and represents the actual licensing and software maintenance fees. The second is in the amount of $8,258.25 for upgrades to the data center licenses.	
N/A		Not Applicable to this Item Type
Purchase Order Amount	$ 92,867.30	Enter the amount of this Purchase Order
N/A		Not Applicable to this Item Type
Current FY Amount	$ 92,867.30	
Funding Source(s)	General Fund	
P.O. / Req. Number	3192	

CITY OF OXNARD CALIFORNIA

1 contracts found.

Contract	Vendor / Description	Requestor	Issued / Expires	Status
3398-05-PO	Microsoft Enterprise agreement for software licenses	Jim Willis	3-17-2005 6-30-2014	Received 05/04/05

Microsoft Enterprise Agreement

Microsoft Enterprise **Enrollment** (indirect) – State and Local

Microsoft Business Agreement number (if applicable) *Reseller or Microsoft affiliate to complete*	N/A	Reseller purchase order number *Reseller to complete*	OXNARDPD EA
Enterprise Agreement number *Reseller or Microsoft affiliate to complete*	01E62044	Previous Enterprise Enrollment number *Reseller to complete*	
Enrollment number *Microsoft affiliate to complete*	7515967	Previous Enterprise Enrollment end date *Reseller to complete*	

This Microsoft Enterprise Enrollment is entered into between the following entities. Each party will notify the other in writing if any of the information in the following table changes.

Customer			
Name of Entity City of Oxnard on behalf of Oxnard Police Department		Contact Name James Willis (This person handles access to online information, receives order confirmations, true ups, renewal and other notices, unless a different contact is provided below.)	
Street Address 251 South C Street		Contact E-mail Address (required for online access) jimwillis@oxnardpd.org	
City Oxnard	State/Province CA	Phone (805) 385-7612	
Country U.S.A.	Postal code 93030	Fax (805) 385-7790	
Microsoft Account Manager Name	Russel Buetow	Microsoft Account Manager E-mail	russelb@microsoft.com
Contracting Microsoft Affiliate			
Microsoft Licensing, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing			

If online access and notices should be provided to someone or some place other than above, complete this section:		
Name of Entity		Contact Name
Street address		Contact E-mail Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:		
Name of Entity City of Oxnard on behalf of Oxnard Police Department		Contact Name Mark Campbell
Street Address 251 South C Street		Contact Email Address (required for electronic notice) usa oxnardpd.org
City Oxnard	State/Province CA	Phone (805) 385-8332
Country USA	Postal Code 93030	Fax (805) 385-7790

Definitions. As used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment. All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective Date. If you are renewing Software Assurance from one or more previous "Enterprise Enrollments" (as defined in subsection 3(a) (Placing the initial order) of the Microsoft Enterprise Agreement identified above), then the effective date will be the day after the expiration of the first of those Enterprise Enrollments to expire. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Enterprise Enrollment is being used, your reseller will require the Enterprise Enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date indicated below unless terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will provide you with written notice 60 days prior to expiration of the initial enrollment or renewal term advising you of your renewal options. For a description of renewal options, see subsection 12(e) of the Microsoft Enterprise Agreement (How to renew an enrollment).

Representations and Warranties. By signing this enrollment, the parties agree to be bounds by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including any amendments to those documents, and the product use rights, and agree to be bound by those terms; (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate; (iii) you have 250 or more qualified desktops; and (iv) the information that you provide on this cover page and each of the attached forms is accurate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

Microsoft Volume Licensing Web Sites (Note: We will advise you of any changes to these URLs.)	
Product Use Rights	http://microsoft.com/licensing/resources
Product List	http://microsoft.com/licensing/resources
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com

Notices to Microsoft should be sent to:	Copies should be sent to:
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

This enrollment consists of (1) this cover page, (2) the Enterprise Order Form, and (3) the Reseller Information Form.

Customer	Contracting Microsoft Affiliate
Name City of Oxnard on behalf of Oxnard Police Department	**Microsoft Licensing, GP**
Signature Karen R. Burnham for	Signature
Printed Name Edmund F. Sotelo	Printed Name PAUL NELSON
Printed Title City Manager	Printed Title CONTRACT ADMINISTRATOR
Signature Date 4-21-05	Signature Date (date Microsoft affiliate countersigns) APR 27 2005
	Effective Date (may be different than our signature date) 4/27/05

Agreement No. 3398-05-PO

CITY OF OXNARD

Andrea Daroca, Interim Purchasing Agent

COMPUCOM SYSTEMS, INC.

Richard A. McDonough

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

N/A

Andrea Daroca, Interim Risk Manager

APPROVED AS TO CONTENT:

John Crombach, Chief of Police

APPROVED AS TO AMOUNT:

Edmund F. Sotelo, City Manager

Enterprise Order Form

1. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to an Enterprise Enrollment of their own will automatically be included unless you fill in part b below (when we refer to an Enterprise Enrollment in this section 1, we mean either (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment entered into under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) an enterprise subscription enrollment under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page).

	a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).
☑	You and all affiliates will be participating
☐	You and the following affiliates will be participating (if no affiliates will be participating, write "none" on line 1) (attach a list of names on a separate piece of paper if more than 5 affiliates are being included):
1	
2	
3	
4	
5	
☐	You and all affiliates, except the following affiliates, will be participating (attach a list of names on a separate piece of paper if more than 5 affiliates are being excluded):
1	
2	
3	
4	
5	
	b. Use this part (b) to indicate whether affiliates acquired after the enrollment effective date will be included. Unless you check the box below, all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own will automatically be included.
☐	Exclude all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own.

Enterprise Order Form

2. Selecting your language option.

Your selection below will determine the languages in which you may run the products licensed under this enrollment. If you select "Listed Languages," you may run (i) all copies of each of your products in any of the languages identified as "Listed Languages" below, and (ii) up to 10% of the copies of each of your products in any of the languages identified as "Restricted Languages" below. If you select "All Languages," you may run all copies of your products in any of the "Listed Languages" and any of the "Restricted Languages."

Check only <u>one</u> of the boxes below to indicate your language option

- [x] **Listed Languages**
- [ ] **All Languages**

"Listed Languages"	
Arabic	Korean
Simplified Chinese	Japanese
Traditional Chinese	Polish
Czech	Portuguese (Brazil)
English[1]	Russian
French Canadian	Turkish
Hebrew	Thai
Hungarian	Spanish[2]

"Restricted Languages"	
Danish	Greek
Dutch	Italian
English[3]	Norwegian
Finnish	Portuguese (Portugal)
French	Spanish[4]
German	Swedish

1 English is a "Listed Language," except when restricted as described in the "Restricted Languages" list (see footnote 3)

2 Spanish is a "Listed Language," only if this enrollment is signed in Latin America

3 English is a "Restricted Language" if this enrollment is signed in Austria, Belgium, Denmark, France, Finland, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, United Kingdom, Switzerland, Sweden, or Spain

4 Spanish is a "Restricted Language" unless this enrollment is signed in Latin America

3. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100 %
	%
	%
	%

Enterprise Order Form

4. Applicable currency.

The currency we accept is based on the country in which you are located. All payments must be made under this enrollment in the accepted currency.

Find your accepted currency in the Currency Table below and fill in this box.
Type of currency: U.S. Dollars

Currency Table:

Currency	Accepted in Country
Australian Dollars	Australia
Canadian Dollars	Canada
Danish Krone	Denmark
EUROs	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Switzerland, Sweden, and United Kingdom
Japanese Yen	Japan
Korean Won	Korea
New Zealand Dollars	New Zealand
Norwegian Krone	Norway
Pounds Sterling	United Kingdom
Swedish Krona	Sweden
Swiss Francs	Switzerland
Taiwan Dollars	Taiwan
US Dollars	United States, Latin America, Asia (except Japan, Korea, and Taiwan), Eastern Europe, Middle East, Africa

5. Establishing your price level.

The price level indicated in box 5(b) will be your price level for the initial enrollment term all enterprise products and for any additional products in any pool in which you have ordered an enterprise product. For additional products in any pool in which you have not ordered an enterprise product, your price level will be level "A".

Complete steps 1 and 2 below to determine your price level(s) for the enterprise product(s) and additional product(s) you order under this enrollment.	
Step 1: Enter the number of qualified desktops you have in your enterprise in box 5(a).	
Qualified Desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment. (This number must be equal to at least 250 desktops.)	338 **5(a)**
Step 2: Find the price level for the number of desktops you entered in 5(a) and enter that price level in box 5(b).	

Number of Desktops	Price Level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price Level (for pools in which you order an enterprise product):	**5(b)** D
Price Level (for pools in which you do not order an enterprise product):	**5(c)** **Price Level "A"**

6. Enterprise Product Orders.

The prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

Enterprise Order Form

a. Initial order for enterprise products.

The license reference prices for the enterprise products covered by your initial order are set forth below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You must choose the Enterprise Desktop Professional Platform (which is composed of all three of the individual enterprise products) or at least one of the individual enterprise products before selecting any additional products in section 7 (Additional product orders) below.

Complete the table below by filling in the blanks.	
Column 2:	Place a check next to either the Enterprise Desktop Professional Platform or one or more of the individual enterprise products you choose to license.
Column 4:	Next to each enterprise product you selected, insert "L&SA" in column 4 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 3(a) of the Microsoft Enterprise Agreement (Placing the initial order).
Column 5:	Your reseller or Microsoft account manager will provide the annual enterprise product per desktop license reference price in this column.
Column 6:	Your reseller or Microsoft account manager will multiply column 5 by the number of qualified desktops in box 5(a) above to compute the annual enterprise product license reference price.
Column 7:	Your reseller or Microsoft account manager will multiply column 6 by 3 (for the 3 year term) to compute the total enterprise product license reference price.
Box 8:	Your reseller or Microsoft account manager will add the rows in column 6 to compute the total initial annual enterprise product order reference price.

Enterprise Product Selection Table:

1 Enterprise Product	2 ✓	3 Product Pool (Applications, Systems, Servers)	4 Product Type	5 Annual enterprise product per desktop reference price	6 Annual enterprise product reference price	7 Total enterprise product reference price
Enterprise Desktop Professional Platform		**All pools**			$0.00	$0.00
***Office Professional**	✔	**Applications**	L&SA	$149	$50,362.00	$151,086.00
Windows Desktop Operating System Upgrade	✔	**Systems**	L&SA	$48	$16,224.00	$48,672.00
***Core Client Access License**	✔	**Servers**	L&SA	$60	$20,280.00	$60,840.00
Total Initial Annual Enterprise Product Reference Price: (add column (6) for the enterprise products chosen above)					8 $86,866.00	

* The components of the current version of Office Professional, and the current versions of the components that make up the Core CAL, are identified in the Product List.

Enterprise Order Form

b. True up orders for enterprise products.

The license reference price for the enterprise products covered by any true up orders submitted during the initial term is set forth below. That license price is based on the price level identified in box 5(b) above. We will invoice your reseller in total upon our acceptance of each true up order.

Columns 2 - 4:	We will provide the true up license reference prices for each anniversary through your reseller, who will complete the table below. License prices will be filled in only for products ordered in subsection 6(a) (Initial Order for Enterprise Products).

Enterprise Product True Up Price Table:

1 Enterprise Product	2 First year true up reference price	3 Second year true up reference price	4 Third year true up reference price
Enterprise Desktop Professional Platform			
Office Professional	$411	$342	$273
Windows Desktop Operating System Upgrade	$129	$101	$73
Core Client Access License	$165	$140	$114

c. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. Therefore, if you select the Enterprise Desktop Professional Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

7. Additional Product Orders.

The license prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

a. Initial order for additional products.

The license reference prices for each additional product covered by your initial order are listed in the table below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You may license additional products by entering the names and quantities for the products of your choice in the Additional Product Selection table. For a list of the available additional products, contact your reseller.

Enterprise Order Form

Complete the table below by filling in the blanks.	
Column 1:	List the additional products you wish to license in your initial order. If you choose to license more than 10 additional products, attach a separate sheet with the information required below.
Column 2:	Next to each additional product you select, insert "L&SA" in column 2 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 4(a) of the Microsoft Enterprise Agreement (Placing the initial order). If you order some L&SA and some Software Assurance for the same product, list the product twice below using a separate line for each product type.
Column 3:	Indicate the product pool for each of the additional products that you selected in column 1. Consult the Product List to determine the appropriate product pool for each additional product.
Column 4:	Enter the license price level for the appropriate pool for each additional product from box 5(b) or 5(c), as applicable.
Column 5:	Enter the appropriate quantity of licenses for each additional product you choose to license.
Column 6:	Your reseller or Microsoft account manager will provide the annual additional product per license reference price in this column. The license reference price will be based on the price level for that additional product as identified in box 5(b) or 5(c), as applicable.
Column 7:	Your reseller or Microsoft account manager will multiply column 5 by column 6 to compute the annual additional product license reference price.
Column 8:	Your reseller or Microsoft account manager will multiply column 7 by 3 (for the 3 year term) to compute the total additional product license reference price.
Box 9:	Your reseller or Microsoft account manager will add the rows in column 7 to compute the total initial annual additional product license reference price.

Additional Product Selection Table:

1 Additional Product	2 Product Type	3 Product Pool	4 Price Level	5 Quantity	6 Annual additional product per license reference price	7 Annual additional product reference price	8 Total additional product reference price
Windows Svr Std	L&SA	Servers	D	12	$305	$3,660.00	$10,980.00
Windows Svr Ent	L&SA	Servers	D	2	$989	$1,978.00	$5,934.00
SQL Svr Std 1Proc	L&SA	Servers	D	2	$2,025	$4,050.00	$12,150.00
Exchange Svr Ent	L&SA	Servers	D	1	$1,694	$1,694.00	$5,082.00
MOM Ops Mgr Svr Ent	L&SA	Servers	D	1	$243	$243.00	$729.00
MOM Ops Mgmt License	L&SA	Servers	D	13	$181	$2,353.00	$7,059.00
MSDN Universal	L&SA	Applications	D	1	$939	$939.00	$2,817.00
						$0.00	$0.00
						$0.00	$0.00
						$0.00	$0.00
Total Initial Annual Additional Product Reference Price:						9 $14,917.00	

Enterprise Order Form

b. Subsequent additional product orders.

The license reference price for any new additional product not initially included in your enrollment will be the then current reference price for your price level for that product as of the date of your order. We will invoice your reseller in total upon our acceptance of your order. Once you have placed the first order for copies of a new additional product, you may run additional copies of that product at any time and order them as described in subsection 7(c) (True Up Orders for Additional Products).

c. True up orders for additional products.

The license reference price for additional products initially included in your enrollment and covered by any true up order submitted during the initial term is set forth below. That license reference price is based on the price level identified in the box in 5(b) or 5(c) above, as applicable. The true up license reference price for any new additional products will be the then current true up reference price for your price level for that product as of the date of your first order for that product. We will invoice your reseller in total upon our acceptance of your true up order.

Complete the table below by filling in the blanks.	
Column 1:	Enter each of the additional products you selected in subsection 7(a) (Initial Order for Additional Products) here. If you have chosen to license more than 10 additional products, attach a separate sheet.
Columns 2 - 4:	Your reseller or Microsoft account manager will provide the true up license reference prices for each anniversary in these columns.

Additional Product True Up Price Table:

1 Additional Product	2 First-year true up reference price	3 Second-year true up reference price	4 Third-year true up reference price
Windows Svr Std	$848	$718	$587
Windows Svr Ent	$2,754	$2,330	$1,907
SQL Svr Std 1Proc	$5,640	$4,773	$3,905
Exchange Svr Ent	$4,718	$3,993	$3,267
MOM Ops Mgr Svr Ent	$677	$573	$469
MOM Ops Mgmt License	$504	$426	$349
MSDN Universal	$2,815	$1,964	$1,114

8. First-year order summary

The table below summarizes information about your order collected elsewhere in this enrollment, as well as information necessary for us to process that order. This table should be completed for customers with 250-750 desktops and other customers whose resellers are not receiving a Channel Price Sheet from us. The part number and price level information required below is provided to your reseller on the Enterprise

Enterprise Order Form

Agreement Price List. The language option for each of the products that will be invoiced to your reseller will be what you selected in section 2 (Selecting your language option).

Your reseller will complete the table below on your behalf.

Price list month (The month in which you sign this enrollment, unless your signature date precedes our signature date by more than 30 days. In that case, it will be the month in which we sign the enrollment.) | April 2005

Purchase period (Reference prices below correspond to the "Add at Signing" purchase period on the product price list.) | "Add at Signing"

Column 1:	Insert the Microsoft part number for the products selected in sections 6(a) and 7(a).
Column 2:	For enterprise products, enter the same product type as entered in subsection 6(a). For additional products, enter the same product type as entered in subsection 7(a).
Column 3:	Insert the Microsoft offering ("enterprise" for each of the products you selected in subsection 6(a), and "additional" for each of the products you selected in subsection 7(a)).
Column 4:	For enterprise products, enter the price level as entered in box 5(b). For the additional products, enter the price level as entered in box 5(b) or 5(c), as applicable.
Column 5:	For each product, enter the intended country of use. Refer to subsection 2(e) of the Microsoft Enterprise Agreement (Reporting Country of Use) if you have questions. For any product which you intend to run in more than one country, enter the information for that product on separate lines in the table below for each intended country of use.
Column 6:	For each enterprise product, enter the qualified desktop count entered in box 5(a). For additional products, enter the quantity for each additional product as entered in subsection 7(a) (Initial Order for Additional Products).

Enterprise and Additional Product Billing Summary:

1 Microsoft Part Number	2 Product Type	3 Offering	4 Price Level	5 Country of Use	6 Quantity
269-05924	L&SA	Enterprise	D	U.S.A.	338
E85-01013	L&SA	Enterprise	D	U.S.A.	338
W06-00020	L&SA	Enterprise	D	U.S.A.	338
P73-00202	L&SA	Additional	D	U.S.A.	12
P72-00164	L&SA	Additional	D	U.S.A.	2
228-01721	L&SA	Additional	D	U.S.A.	2
395-02611	L&SA	Additional	D	U.S.A.	1
A40-00038	L&SA	Additional	D	U.S.A.	1
A4J-00161	L&SA	Additional	D	U.S.A.	13
534-02123	L&SA	Additional	D	U.S.A.	1
				U.S.A.	
				U.S.A.	

Enterprise Order Form

9. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Reseller Information Form

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller Company Name:	Compucom Systems
Street Address:	7171 Forest Lane
City and State / Province and Postal Code:	Dallas, TX 75230
Country:	USA
Contact Name:	Greg Landry
Phone Number:	972-856-5520
Fax Number:	972-856-1110
Email Address:	glandry@compucom.com

The undersigned confirms that the reseller information is correct.

Name of Reseller	Compucom Systems
Signature	
Printed Name	Greg Landry
Printed Title	Microsoft BDM
Date	4/25/05

Appendix

Media Shipping Information Form - Starter CD Kit

Enrollment Information		Reseller Contact	
Agreement # (Reseller or Microsoft affiliate to complete)	01E62044	Company Name:	Compucom Systems
Enrollment # (Microsoft affiliate to complete)		Contact Name:	Greg Landry
Customer Contact Name:	James Willis	Contact Email:	glandry @ compucom.com
		Contact Phone:	972-856-5520

At your option, Starter CD kits and CD-ROM subscriptions relating to your Enterprise Enrollment (identified above) will be shipped to the address set out below. Terms used but not defined in this form have the meanings given to them in your enrollment.

CD Kit Ship To Information (* *indicates required information)*	
Customer Name * City of Oxnard on behalf of Oxnard Police Department	Contact Name * James Willis
Street Address * 251 South C Street	Contact Email Address * jimwillis@oxnardpd.org
City and State / Province * Oxnard, CA	Contact Phone Number * (805) 385-7612
Country and Postal Code USA 93030	Contact Fax Number (805) 385-7790

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and the related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at http://selectug.mslicense.com.

☑ I **want** to receive a starter CD kit (media)

☑ I **want** to subscribe to receive kit updates

☐ I **do not want** to receive a starter CD Kit (media)

☐ I **do not want** to subscribe to receive kit updates

The charges for any purchased media may be subject to sales taxes based upon where media delivery occurs. If you are exempt from sales taxes in the media delivery location, please provide the applicable sales tax exemption documentation with your enrollment.

Appendix

Media Shipping Information Form – Starter CD Kit (Continued)

For each language and group you wish to receive, mark the corresponding box with an X		
Language	Enterprise Kit	Mapping Kit*
English	☑	☑
English/MultiLanguage**	☐	■
Arabic	☐	■
Brazilian Portuguese	☐	■
Chinese Simplified ***	☐	■
Chinese Traditional	☐	■
Chinese Traditional Hong Kong/Pan-Chinese	☐	■
Czech	☐	■
Danish	☐	■
Dutch	☐	■
Finnish	☐	■
French	☐	☐
German	☐	☐
Greek	☐	■
Hebrew	☐	■
Hungarian	☐	■
Italian	☐	☐
Japanese	☐	■
Korean	☐	■
Norwegian	☐	■
Polish	☐	■
Portuguese	☐	■
Russian	☐	■
Spanish	☐	☐
Swedish	☐	■
Thai	☐	■
Turkish	☐	■

* Mapping Kit is not available for use in or shipment to, India, Hong Kong SAR, Macau SAR, China, Morocco, Pakistan, and Turkey

** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English

*** Chinese Simplified Enterprise Kit does not include Windows Professional. Contact your reseller for separate fulfillment of Windows Professional media in Chinese Simplified.

■	= Not Available

095-smangum-095

To be completed by Microsoft

Microsoft Government Enterprise Agreement Number	01E62044
Microsoft Government Enterprise Enrollment Number	7515967

AMENDMENT TO
MICROSOFT STATE AND LOCAL GOVERNMENT ENTERPRISE ENROLLMENT

This amendment is made and entered into by and between the undersigned for the purpose of amending that certain Microsoft State and Local Enterprise Enrollment (the "Enrollment") identified above between ___**City of Oxnard Police Dept, CA_** and MSLI, GP. All terms used but not defined in this amendment will have the meanings assigned to such terms in the Microsoft Enterprise Enrollment, as amended.

I. **Amendment.**

1. The following Section is hereby added to the Enrollment:

We recommend that you obtain consulting and/or product support services in order to enhance the benefits of Microsoft products in your environment. Therefore, if you execute this enterprise agreement on or before April 11th, 2005, you may obtain, at no charge to you, consulting services] from Microsoft or a Microsoft certified partner in an amount not to exceed $_8,000.00_. If you elect to purchase services from a partner, we will reimburse the partner directly for the services upon presentation by you of a partner invoice for such services. If you elect to obtain the services from Microsoft, (a) such service will be provided in accordance with the terms of a Microsoft Services Agreement and work order or services description, as applicable, between you and us; and (b) the value of our gratuitous services provided will be based on our then-current standard fees for such services.

All consulting services obtained by you under this section, whether from Microsoft or a Microsoft partner, must be fully rendered by June 15th, 2005. All product support services obtained by you under this section, whether Premier services from Microsoft, or alternative services from a partner, must be contracted for on or before June 15, 2003.

We waive any and all entitlement to compensation from you for the services provided to you pursuant to this Section 1. It is our intent that these services and associated terms be in compliance with applicable laws and regulations with respect to gratuitous services. It is specifically understood that all services and services deliverables provided are for the sole benefit and use of your government agency and are not provided to or for any individual government employee.

II. **Effect of Amendment.**

Except as specifically amended by this amendment, all provisions of the agreement identified above shall remain unchanged and in full force and effect. This amendment is not legally binding until executed by both parties and shall become effective on the date of signature of the contracting Microsoft affiliate. When this amendment is fully executed, you will receive a confirming copy.

P.O. Number : 002207
Change nbr : 1 Date : 6/10/05 FNJENC
Status : 8 COMPLETED
Type : P PURCHASE ORDER
Date : 5/17/05
Vendor : 1196 COMPUCOM SYSTEMS, INC.
Ship to . . : PD POLICE DEPARTMENT
Invoice to . : *************************
Buyer . . . . : Z JENNY COGGESHALL
Confirm by : SAM ANDREWS
Ship via . . :
F.O.B. . . . :
Freight . . :
Contract nbr :
Payment Discount : 0.00%
Terms : Nbr days disc due : Net :
Requisition Nbr :

Ordered . . : 87811.38
Invoiced : 87811.38
Liquidated : 87811.38
Balance . . : .00
Last rec : 0/00/00
Last inv : 5/24/05 FNJENC
Freight amt :
Adjustment :
Sales tax : 0.00%
Addt'l tax : 0.00%
Retainage % : 0.00%
Deliver by : 5/17/05
Order Discount : 0.00%
User ID . . : FNJENC
Date posted : 6/10/05

F2=Items F3=Exit F8=Remarks F9=Invoices F12=Cancel F13=Vendor inquiry
F16=Rec/Inv Comments F18=Receipt Inq F24=More Keys

Remarks	Line Nbr	Print on Chg Order
6/10/05 - Order complete. P.O. closed.	0	Y
ENTERPRISE AGREEMENT #01E62044 & ENROLLMENT	1	Y
#7515967 - COMPUCOM SOFTWARE QUOTE BY SAM ANDREWS	1	Y
DATED 3/4/05.	1	Y
(TOTAL INCLUDES 7.25% CA SALES TAX)	9999	Y
AGREEMENT #3398-05-PD	9999	Y

F3=Exit F11=Next PO F12=Cancel

Sign out Microsoft

Microsoft Volume Licensing Service Center

Home | Licenses | Downloads and Keys | Software Assurance | Subscriptions | Administration | Help

Enrollment Details

Relationship Summary FAQ

Enrollment ID : 5186522
Parent Program : 01E73134
MBSA : Unknown
Technet Administration : click here
Manage MSDN Subscriptions : click here

Status : Active
Start Date : 2014-05-01
End Date : 2017-04-30
Renewal Date : 2020-04-30

Organization : City of Oxnard on Behalf of Oxnard Police Department
Location : 251 S. C Street, Oxnard
Oxnard
United States

Offerings | **Contacts** | **Licenses** | **Product Keys** | **Order Confirmations**

Offerings

Offerings are grouped by license pool to show price level and Software Assurance Membership (SAM) eligibility for that pool.

License Pool	Level	Start Date	End Date	Status	Software Assurance Eligible
Enterprise Applications	D	2014-05-01	2020-04-30	Active	Yes
Enterprise Products	D	2014-05-01	2020-04-30	Active	Yes
Enterprise Servers	D	2014-05-01	2020-04-30	Active	Yes
Enterprise System	D	2014-05-01	2020-04-30	Active	Yes

Related Documents

▶ Product Use Rights

Microsoft

License Order Confirmation Certificate

Sales Contact: SOC Team
Sales Contact Email: statestore@compucom.com
Invoice#: 62219162
PO#: KEITH BROOKS 4/4/14
End User Email: KEITH.BROOKS@OXNARDPD.ORG

Sold To: SOC/CITY OF OXNARD
ATTN: KEITH BROOKS
300 W. THIRD ST. #202
OXNARD CA 93030

Ship To: CITY OF OXNARD POLICE DEPARTMENT
ATTN: KEITH BROOKS
251 SOUTH C ST
OXNARD CA 93030

Important:
Please retain this document as your Internal Proof of Purchase.

Product	CMPS SKU	Mfg. Part#	Quantity
ESD - OFFICE PROFESIONAL PLUS SA YR 1 Master Contract#: Contract#: 5186522	H91730	269-12442	415
ESD - WINDOWS ENTERPRISE SA YR 1 Master Contract#: Contract#: 5186522	H91730	CW2-00307	415
ESD - CORE DEVICE CAL SA YR 1 Master Contract#: Contract#: 5186522	H91730	W06-01069	415
ESD - SQL SERVER STD 2 CORE SA YR 1 Master Contract#: Contract#: 5186522	H91730	7NQ-00292	8
ESD - VISIO STANDARD SA YR 1 Master Contract#: Contract#: 5186522	H91730	D86-01253	9
ESD - WIN RMT DSKTP SVCS DVC CAL SA YR 1 Master Contract#: Contract#: 5186522	H91730	6VC-01253	20
ESD - WINDOWS SVR DATACTR 2 PROC SA YR 1 Master Contract#: Contract#: 5186522	H91730	P71-07282	8
ESD - WINDOWS SERVER STD 2 PROC SA YR 1 Master Contract#: Contract#: 5186522	H91730	P73-05898	7
ESD - WINDOWS SVR DATACTR 2 PROC SASU Y1 Master Contract#: Contract#: 5186522	H91730	P71-07281	5

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If you have any questions regarding this document please e-mail
SOC Team
statestore@compucom.com

CompuCom.

CompuCom Systems, Inc. 7171 Forest Lane Dallas, TX 75230

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File Edit Commands Help

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- Encumbrances
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  - Pending by code
  - Pending by year
  - Procurement car

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2018
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Budget alloca...

Account information

CONTRACTUAL SERVICES / SVCS-OTHER PROF/CONTRACT
Fiscal year: 2017 Dr
Budget: 284,189.00
Committed: 222,222.84
Balance: 61,966.16

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 July	.00	.00
02 August	.00	.00
03 September	15,297.36	15,297.36
04 October	.00	15,297.36

Payment information

Vendor (* indicates pending)	Total
BRODERICK DATA SYSTEMS	342.00
SUNGARD PUBLIC SECTOR	951.06
CHANNEL ISLANDS REGIONAL	500.00
CARAHSOFT TECHNOLOGY CORP	24,703.50
IRON MOUNTAIN	7,472.12

Encumbrances Pre-Encumbrances

Type	App	Period	Date	Project	Transaction amount	Encumbrance Amount	Budget
EN	PI	10	4/26/2017		.00	674.05	
AP	PI	10	4/25/2017		1289.87	-1289.87	
EN	PI	10	4/24/2017		.00	3840.00	
EN	PI	10	4/24/2017		.00	24999.00	
EN	PI	10	4/24/2017		.00	92867.30	
EN	PI	10	4/24/2017		.00	18400.36	
EN	PI	10	4/20/2017		.00	342.00	
EN	PI	10	4/12/2017		.00	2944.00	
AP	PI	10	4/11/2017		277.01	-277.01	
EN	PI	10	4/11/2017		.00	4747.00	
EN	PI	10	4/11/2017		.00	277.01	
AP	PI	10	4/06/2017		1188.13	-1188.13	
EN	PI	10	4/05/2017		.00	6000.00	
BA	GM	09	3/31/2017		.00	.00	202

End of records reached MW

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SECTOR Naviline

Encumbrance Transaction

Group Information

Group number:	6261 PI PO ENTRY
Accounting period:	10/2017
Posting date:	04/25/2017

Transaction Information

Transaction date:	04/24/2017	
PO number:	006287	
Account number:	731-7301-852.82-09	SVCS-OTHER PROF/CONTRACT
Project number:		
Encumbered amount:	92,867.30	
Liquidated amount:	.00	
Vendor number:	19700	SOFTWARE ONE, INC.
Description 1:	PO ENTRY	
Description 2:	COMPUTERS,DP & WORD PROC.	
Transaction type code:		

OK

Exit

Cancel

Group inquiry

Imaging

End of records reached

MW

Received
Office of the City Manager

2017 APR 32 AM 10: 08

Agreement No. 7058-15-FN

CITY OF OXNARD
AGREEMENT/AMENDMENT REVIEW FORM

Consultant/Contractor: SoftwareOne

Department: City Managers

Project Manager: Raja Bamrungpong

Phone: 7654

Amendment Number:

Replaces Agreement No.:

Agreement Termination Date: 4/30/2017

Funding Source: 731-7301-852.82-09

Current Value of Agreement
(including Previous Amendments): $ 92,867.30
(Attach copies of original agreement and all previous amendments.)

Value of this Amendment: $ 0

Total Value of Amended Agreement: $ N/A

P.O. No. (if existing agreement):

Req. No. (if new agreement): 3192

Please attach list of account numbers and amounts if multiple accounts.

Purpose of Agreement/Amendment: Renewal of Microsoft Enterprise Agreement

Route Two Original Agreements for Signature and One Copy of This Form to the City Clerk. Please refer to Page 2 for information prior to processing and an explanation of review process below.

Review Sequence	Initials	Date
1. Contractor/Vendor (Project Manager to initial)	[illegible]	4/25/17
2. Project Manager	[illegible]	4/25/17
3. Department Director	[illegible]	4/26/17
4. City Attorney	[illegible]	4/26/17
5. Budget Management	JV for BV	5/1/17
6. Risk Management	[illegible]	5/2/17
7. Purchasing Agent		
8. Contract Compliance Review Committee	[illegible]	4/20/17
9. Purchasing Agent/City Manager/City Council		
10. City Clerk		

2017 APR 32 AM 10: 08
Office of the City Manager
Received

C:\Users\gary.krumian\Downloads\agreement amendment review form.docx

Rev. 4/12

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CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 6

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Award Contract for On-Call Traffic Signal Services PW 18-24.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council award and authorize the Mayor to execute an agreement in the amount of $600,000 with Taft Electric Company for the On-Call Traffic Signal Services Project PW 18-24 when the agreement is finalized.

BACKGROUND

The Project

The on-call traffic signal services contractor (Contractor) will provide City Traffic Engineering staff with much needed support during day-to-day operations as well as in emergency situations. The Contractor will supplement staff's capabilities by performing repairs that City staff does not have the capacity or the equipment to perform. Further, during emergency situations, the Contractor will respond to an incident within one hour to make repairs, assisting City staff at locations where signal equipment is damaged by a collision or where equipment has failed.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on March 29, 2018, and all bids were due on April 17, 2018. Bids were evaluated based on hourly rates for specific work items. For example, there is an hourly rate for an electrician during normal business hours and for emergency calls. Additionally, where special equipment such as a crane boom truck are needed, there are hourly rates to lease that equipment. The pricing is detailed in Attachment A - Bid Tabulation. The lowest bid was determined by adding up all of the rates submitted by the bidders.

Staff has projected an annual budget for this work of approximately $200,000 per year or $600,000 over the course of three (3) years, beginning July 1, 2018. The rates contained in the bid will be used for all task orders under the contract.

The City received the bids listed below. (These numbers are not related to the value of the contract.)

Taft Electric Company:	$3,032.64
Siemens Industry, Inc.	$4,464.00

The lowest bidder is Taft Electric Company (Taft), and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Taft and verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that the Contractor is not qualified to perform the work under this contract. Taft has been contracted with the City on other projects and has performed in a professional and responsible manner. Thus, staff recommends that the City Council award the contract for this Project to Taft.

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

Sufficient funds are included in Proposed FY2018-19 Budget of Gas Tax Traffic Engineering Professional Contract (Account No. 181-3102-805-8209) for on-call traffic signal services. Staff will ensure on-call services are within budget allocated.

ATTACHMENTS:

Attachment A: Bid Tabulation

Attachment B: Taft Electric Bid Package

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

PS 18-24 ON-CALL TRAFFIC SIGNAL SERVICES PROJECT

Owner: City of Oxnard

Bid Opening: 4/17/18

			Taft Electric Company 1694 Eastman Ave Ventura, CA 93003 US **#1**				**Siemens Industry, Inc.** 2250 Business Way Riverside, CA 92501 US **#2**			
ITEM NO.	**DESCRIPTION**	**UNIT**	**Hourly Rate Monday-Friday 8:00 am - 5:00pm** 4 hour response time**	**Hourly Rate Monday-Friday 8:00 am - 5:00pm** Emergency 1 hour response time**	**Hourly Rate Monday-Friday 5:01pm - 7:59 am, weekends and holidays** Emergency 1 hour response time**	Total of hourly rates *corrected	**Hourly Rate Monday-Friday 8:00 am - 5:00pm** 4 hour response time**	**Hourly Rate Monday-Friday 8:00 am - 5:00pm** Emergency 1 hour response time**	**Hourly Rate Monday-Friday 5:01pm - 7:59 am, weekends and holidays** Emergency 1 hour response time**	Total of hourly rates
1.	Crane Boom Truck	HR	$56.16	$56.16	$56.16	$168.48	$55.00	$55.00	$55.00	$165.00
2.	Backhoe	HR	$64.75	$64.75	$64.75	$194.25	$245.00	$245.00	$420.00	$910.00
3.	Bucket Truck	HR	$40.25	$40.25	$40.25	$120.75	$30.00	$30.00	$30.00	$90.00
4.	Utility Truck	HR	$37.35	$37.35	$37.35	$112.05	$25.00	$25.00	$25.00	$75.00
5.	Wire Trailer	HR	$2.01	$2.01	$2.01	$6.03	$15.00	$15.00	$15.00	$45.00
6.	Loop Saw	HR	$43.70	$43.70	$43.70	$131.10	$10.00	$10.00	$10.00	$30.00
7.	Hot Melt Trailer	HR	$13.80	$13.80	$13.80	$41.40	$15.00	$15.00	$15.00	$45.00
8.	Air Compressor	HR	$20.70	$20.70	$20.70	$62.10	$5.00	$5.00	$5.00	$15.00
9.	Boring Machine	HR	$287.50	$287.50	$287.50	$862.50	$535.00	$535.00	$910.00	$1,980.00
10.	Electrician	HR	$98.58	$176.09	$219.09	$493.76	$125.00	$125.00	$160.00	$410.00
11.	Traffic Technician	HR	$92.29	$166.70	$206.62	$465.61	$110.00	$110.00	$140.00	$360.00
12.	Laborer	HR	$76.89	$136.37	$161.35	$374.61	$97.00	$97.00	$145.00	$339.00
				Bid List Total -SUBMITTED		**$3,032.59**		**Bid List Total -SUBMITTED**		**$4,464.00**
				Total Bid Amount -VERIFIED *		**$3,032.64**		**Total Bid Amount -VERIFIED**		**$4,464.00**
					Listed Subs	None	**Listed Subs**	Horizon Underground, Inc. West Coast Backhoe Services, Inc. Total Barricade Service, Inc.		

* totals corrected

BID PACKET

CITY OF OXNARD CALIFORNIA

FOR

ON-CALL TRAFFIC SIGNAL SERVICES PROJECT PW 18-24

Submitted by:

Contractor's Name: Taft Electric Company

Address: 1694 Eastman Avenue

City: Ventura State: California Zip Code: 93003

Contact Person: Dave Norwine Phone: 805-642-0121

Email: dnorwine@tatelectric.com Date: 4/17/2018

BID FOR THE ON-CALL TRAFFIC SIGNAL SERVICES PROJECT PW 18-24

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and any other information provided regarding the On-Call Traffic Signal Services Project PW 18-24 ("Project") and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated, to the greatest extent possible, the surface, subsurface and other conditions affecting the Work, including also the possible groundwater conditions, transportation, the disposal, handling and storage of materials, and the possible availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of any Task site or of the Contract Documents' requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform all Tasks comprising the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/17/2018 [date], at Ventura [city], California [state].

Bidder's Name (Company): Taft Electric Company

Signature: ______________________ Title: President / Secretary

Print: James Marsh / Carol Smith Date: 4/17/2018

CITY OF OXNARD

BID SHEETS FOR THE ON-CALL TRAFFIC SIGNAL SERVICES PROJECT
PW 18-24 [PROJECT]

Bidder's Name: Taft Electric Company

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT	Hourly Rate Monday-Friday 8:00 am - 5:00pm 4 hour response time**	Hourly Rate Monday-Friday 8:00 am - 5:00pm Emergency 1 hour response time**	Hourly Rate Monday-Friday 5:01pm - 7:59 am, weekends and holidays Emergency 1 hour response time**	Total of hourly rates
1.	Crane Boom Truck	HR	$56.15	$56.15	$56.15	$168.45
2.	Backhoe	HR	$64.75	$64.75	$64.75	$194.24
3.	Bucket Truck	HR	$40.25	$40.25	$40.25	$120.75
4.	Utility Truck	HR	$37.35	$37.35	$37.35	$112.06
5.	Wire Trailer	HR	$2.01	$2.01	$2.01	$6.04
6.	Loop Saw	HR	$43.70	$43.70	$43.70	$43.70
7.	Hot Melt Trailer	HR	$13.80	$13.80	$13.80	$13.80
8.	Air Compressor	HR	$20.70	$20.70	$20.70	$20.70
9.	Boring Machine	HR	$287.50	$287.50	$287.50	$862.50
10.	Electrician*	HR	$98.58	$176.09	$219.09	$493.75
11.	Traffic Technician*	HR	$92.29	$166.70	$206.62	$465.61
12.	Laborer*	HR	$76.89	$136.37	$161.35	$374.60
					Bid Total	$3,032.59

* Hourly Rate at fully burdened cost and Contractor shall pay prevailing wages. All unit costs must include the current burdened prevailing wage rate and current Caltrans' labor surcharge plus profit and overhead.
** Work must begin within that time period.

Note: Any items not specifically listed in the bid line items will be invoiced at the actual cost plus the allowable mark-up as per Green Book Sections 3-3.2.2 Basis for Establishing Cost and Section 3-3.2.3 Mark Up. No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 3,032.59

BID PRICE IN WORDS: Three Thousand Thirty Two Dollars and Fifty Nine Cents

Bidder acknowledges receipt of all addenda N/A

Addendum:	Date Received:	Addendum:	Date Received:
#01		#05	
#02		#06	
#03		#07	
#04		#08	

Bidder's Name (Company): Taft Electric Company

Signature: ________________

Title: President / Secretary

Print: James Marsh / Carol Smith

Date: 4/17/2018

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

(1) Bidder's Name: Taft Electric Company

(2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

N/A

* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.

(3) Business Address: 1694 Eastman Avenue

Ventura, CA 93003

Phone 1: 805-642-0121 Phone 2: 805-654-7937

Email: dnorwine@taftelectric.com

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): S-Corporation

Organized under the laws of the State of: California

(5) California State Contractor's License Number and Class: 772245 - A, B, C-10

Original Date Issued: 12/6/1999 Expiration Date: 12/31/2019

(6) DIR Contractor Registration Number: 1000000149

(7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO

(8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:

James Marsh, President 1694 Eastman Ave. Ventura, CA 805-642-0121

Carol Smith, Secretary 1694 Eastman Ave. Ventura, CA 805-642-0121

(9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

N/A

(10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

(11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and phone numbers of the parties' contact persons:

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

(12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

N/A

(13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

N/A

(14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

N/A

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

(15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes No

b. By the owner against you? Circle one: Yes No

c. By any agency or individual for labor compliance? Circle one: Yes No

d. By Subcontractors? Circle one: Yes No

e. Are any such claims/actions unresolved/outstanding? Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

N/A

(16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. Completed — The Gallery at River Ridge. Traffic Signals, Ventura Road at Vineyard Ave and Ventura Road at Creek Drive

2. In Progress — Gold Coast Transit New Administration & Operation Facility Traffic Signal at Auto Center Drive and Paseo Mercado

3. In Progress — Oakwood Communities. Oxnard Blvd. Widening at Wagon Wheel Rd. Traffic Signal & Street Lighting

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: ______________________ Title: President / Secretary Date: 4/17/18

James Marsh / Carol Smith

This Questionnaire Form must be notarized below.

State of California)

County of Ventura) ss

City of Ventura)

On 4/17/18 before me, Tina Bytheway, Notary Public (insert name and title of the officer) personally appeared James Masht Carol Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Tina Bytheway

(Seal)

TINA BYTHEWAY
Notary Public – California
Ventura County
Commission # 2202435
My Comm. Expires Jul 21, 2021

REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If all of this information does not fit on this page, attach another page listing all information for all other work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: Traffic Signal Installation

Construction Dates From: 4/3/2017 To: 11/3/2018

Agency Name: City of Palmdale

Project Manager: Lynn Glidden Telephone: 661-267-5315

Original Contract Amount: $ 1,156,515 Final Contract Amount: $ 1,238,226

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

Project 2 Description: Traffic Signal at Rose Ave. - Simon Way

Construction Dates From: 3/4/2018 To: 6/22/2017

Agency Name: County of Ventura

Project Manager: Anthony Gallo Telephone: 805-654-5000

Original Contract Amount: $ 223,932 Final Contract Amount: $ 225,871

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

Project 3 Description: Traffic Signal Installation - Mountain View at Hwy 126

Construction Dates From: 11/4/2016 To: 2/7/2017

Agency Name: City of Fillmore

Project Manager: Roxanne Hughes Telephone: 805-524-1500

Original Contract Amount: $ 393,368 Final Contract Amount: $ 396,258

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: Taft Electric Company

Signature: ______________________ Title: President / Secretary Date: 4/17/18

James Marsh / Carol Smith

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it and attach that additional page or those additional pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work on any Task. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Highest Possible Percentage of Work (e.g., 10%)*

Bidder's Name: Taft Electric Company Signature: James Marsh / Carol Smith Title: President / Secretary Date: 4/17/18

* If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2018 (so far)	2017	2016	2015	2014	2013	Total
Number of contracts	144	159	82	51	61	71	568
Total dollar amount of contracts (in thousands)	192,757,067	253,201,850	57,508,011	68,547,997	38,512,955	53,931,697	664,457,577
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	5	2	6	13
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: Taft Electric Company

Signature: ______________________ Title: President / Secretary Date: 4/17/2018

James Marsh / Carol Smith

Bond No. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for bids for the Work described as the On-Call Traffic Signal Services Project PW 18-24.

WHEREAS Taft Electric Company, 1694 Eastman Avenue, Ventura, CA 93003
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056.
(Name and address of Surety)

a corporation organized and existing under the laws of the State of Maryland ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Ten Percent of the Total Amount of the Bid

Dollars ($ 10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Agency and, within the time and in the manner required by the Contract Documents, enters into the written form of Contract, furnishes the required Payment and Performance Bonds (and a photocopy of each Bond), furnishes a copy of the Bidder's City business license, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further shall pay all court costs incurred by the Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives Civil Code Section 2845.

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

Dated: April 5, 2018

"Principal"	"Surety"
Taft Electric Company	Fidelity and Deposit Company of Maryland
By:	By: Jeri Apodaca
Its: James Marsh, President	Its: Jeri Apodaca, Attorney in Fact
By:	By:
Its: Carol Smith, Secretary	Its:
(Seal)	(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On APR 05 2018 before me, Lekim H. Luu, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jeri Apodaca
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

LEKIM H. LUU
Commission # 2135634
Notary Public - California
Orange County
My Comm. Expires Dec 3, 2019

Signature ______________________
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ______________ Document Date: ______________
Number of Pages: ______ Signer(s) Other Than Named Above: ______________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ______________
☐ Corporate Officer — Title(s): ______________
☐ Partner — ☐ Limited ☐ General
☐ Individual X Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______________
Signer Is Representing: ______________

Signer's Name: ______________
☐ Corporate Officer — Title(s): ______________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______________
Signer Is Representing: ______________

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James A. SCHALLER, Mike PARIZINO, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA and Heather SALTARELLI, all of Newport Beach, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 15th day of June, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Dawn E. Brown
Assistant Secretary
Dawn E. Brown

David McVicker
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 15th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 012-9310Q

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ____ day of APR 05 2018, 20____.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

ZURICH AMERICAN INSURANCE COMPANY INCORPORATED 1998

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY SEAL

Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Ventura)

On 4/17/18 before me, Tina Bytheway, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Carol Smith
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

TINA BYTHEWAY
Notary Public – California
Ventura County
Commission # 2202435
My Comm. Expires Jul 21, 2021

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ________
Document Date: ________ Number of Pages: ________
Signer(s) Other Than Named Above: ________

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California)
County of Ventura)

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Date *Here Insert Name and Title of the Officer*

personally appeared James Marsh
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

TINA BYTHEWAY
Notary Public – California
Ventura County
Commission # 2202435
My Comm. Expires Jul 21, 2021

Signature [signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ______
Document Date: ______ Number of Pages: ______
Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer(s)

Signer's Name: ______
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer Is Representing: ______

Signer's Name: ______
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer Is Representing: ______

Bond No. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for bids for the Work described as the On-Call Traffic Signal Services Project PW 18-24.

WHEREAS Taft Electric Company, 1694 Eastman Avenue, Ventura, CA 93003
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
(Name and address of Surety)

a corporation organized and existing under the laws of the State of Maryland ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Ten Percent of the Total Amount of the Bid Dollars ($ 10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Agency and, within the time and in the manner required by the Contract Documents, enters into the written form of Contract, furnishes the required Payment and Performance Bonds (and a photocopy of each Bond), furnishes a copy of the Bidder's City business license, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further shall pay all court costs incurred by the Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives Civil Code Section 2845.

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

Dated: April 5, 2018

"Principal"	"Surety"
Taft Electric Company	Fidelity and Deposit Company of Maryland
By: ________	By: ________
Its: James Marsh, President	Its: Jeri Apodaca, Attorney in Fact
By: ________	By: ________
Its: Carol Smith, Secretary	Its: ________
(Seal)	(Seal)

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On APR 05 2018 before me, Lekim H. Luu, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jeri Apodaca
Name(s) of Signer(s)

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

LEKIM H. LUU
Commission # 2135634
Notary Public - California
Orange County
My Comm. Expires Dec 3, 2019

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

WITNESS my hand and official seal.

Signature ______________________
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________
☐ Corporate Officer — Title(s): ____________
☐ Partner — ☐ Limited ☐ General
☐ Individual X Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________
Signer Is Representing: ____________

Signer's Name: ____________
☐ Corporate Officer — Title(s): ____________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________
Signer Is Representing: ____________

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James A. SCHALLER, Mike PARIZINO, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA and Heather SALTARELLI, all of Newport Beach, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of June, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Dawn E. Brown

Assistant Secretary
Dawn E. Brown

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 15th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 012-9310Q

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ____ day of APR 05 2018, 20____.

Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Ventura)

On 4/17/18 before me, Tina Bytheway, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Carol Smith
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

TINA BYTHEWAY
Notary Public – California
Ventura County
Commission # 2202435
My Comm. Expires Jul 21, 2021

Signature Tina Bytheway
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: ______
Document Date: ______ Number of Pages: ______
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Capacity(ies) Claimed by Signer(s)

Signer's Name: ______
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer Is Representing: ______

Signer's Name: ______
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California)
County of Ventura)

On 4/17/18 before me, Tina Bytheway, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared James Marsh
Name(s) of Signer(s)

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

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WITNESS my hand and official seal.

TINA BYTHEWAY
Notary Public – California
Ventura County
Commission # 2202435
My Comm. Expires Jul 21, 2021

Signature [signature]
Signature of Notary Public

Place Notary Seal Above

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☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer Is Representing: ______

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declare(s):

I/we am/are the President & Secretary of Taft Electric Company, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, corporation or s-corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, s-corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/17/2018 [date], at Ventura [city], California [state].

Bidder's Name: Taft Electric Company

Signature: ______________________ Title: President / Secretary Date: 4/17/18

James Marsh / Carol Smith

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

County of Ventura) ss

City of Ventura)

On 4/17/18 before me,

Tina Bytheway, Notary Public (insert name and title of the officer)

personally appeared James Marsh and Carol Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Tina Bytheway

(Seal)

TINA BYTHEWAY
Notary Public – California
Ventura County
Commission # 2202435
My Comm. Expires Jul 21, 2021

SMALL LOCAL BUSINESS PURCHASING PREFERENCE REQUEST

The City offers a bidding preference for small local businesses. A small local business is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its Bid held a current City business license;
2. Has maintained within the City of Oxnard's boundaries its principal business office, which is defined as the place where the principal officers or owners generally transact business, to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business;
3. Has average annual gross receipts of $20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

Additionally, a small local business must certify one of the following:

5. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
6. For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder submits with its Bid a certification confirming it has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Contractor's Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Please note that under City Code Section 4-2, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification on the next page with the rest of your Bid.

N/A

SMALL LOCAL BUSINESS PURCHASING PREFERENCE: BIDDER'S CERTIFICATION

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; <u>or</u>

- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____________________ [date], at ____________________ [city], ____________________ [state].

N/A

By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Bidder: ______________________	Bidder: ______________________
Date: ______________________	Date: ______________________

*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.

CONSENT TO ACTION OF BOARD OF DIRECTORS
OF TAFT ELECTRIC COMPANY
TAKEN WITHOUT MEETING

Pursuant to the authority set forth in Section 307(b) of the California Corporation Code, the undersigned, being the majority of the members of the Board of Directors of this Corporation, hereby consent to take actions and adopt the resolutions contained in this document without a meeting:

WHEREAS: It is the best interest of this corporation to authorize employees to contract and obligate the corporation in the ordinary course of business.

NOW, THEREFORE, BE IT RESOLVED: That the following employees be, and they hereby are, authorized to sign contracts and obligations on behalf of this corporation:

James Marsh	President
Carol Smith	Controller/Corporate Secretary
Derrick Means	Estimator
James Eddy	Division Manager
Robert Jeppesen	Division Manager
Anthony Valentino	Division Manager

This consent to action taken without a meeting is directed to be filed with the minutes of this corporation, and said action is to have the same force and effect as if a meeting of the Board of Directors had been held.

Dated this 27 of June, 2016.

W. E. Hartman

Walter E. Hartman, Chairman of the Board

James Marsh – President

Carol Smith - Secretary

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **772245** Entity CORP

Business Name TAFT ELECTRIC COMPANY

Classification(s) A B C10

Expiration Date 12/31/2019 www.cslb.ca.gov

State of California
Department of Industrial Relations

Labor Law | Cal/OSHA - Safety & Health | Workers' Comp | Self Insurance | Apprenticeship | Director's Office | Boards

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Next Fiscal Year: 2017/18

PWC Registration Number: example: 1234567890

Contractor Legal Name: TAFT ELECTRIC COMPANY

License Number: 772245 Contractor License Lookup

County: VENTURA

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	TAFT ELECTRIC COMPANY	1000000149	VENTURA	VENTURA	06/07/2017	06/30/2018

v2.20160101

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CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 7

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Grant Application for Funding Response to Tree Mortality Event.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council adopt a resolution authorizing the City Manager to submit an application for $182,325 in federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used for Tree Mortality Event response.

BACKGROUND

On October 30, 2015, Governor Brown proclaimed a State of Emergency for drought-caused tree mortality. The Proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. As a result, costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75% reimbursement under the California Disaster Assistance Act (CDAA).

The City of Oxnard has experienced a major die-off of several different species of trees throughout the City which has been attributed to the ongoing drought. The drought has weakened trees and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

In August of 2016, a hydrogeologist assessed the depth of the City's groundwater. The hydrogeologist determined that the groundwater levels in the City have dropped 2 to 8 feet in the last 5 years, due to the drought. Historically, groundwater depths throughout the City had been 8.8 feet to 10.7 feet deep. Groundwater depths are now 11 feet to 19 feet deep in the same locations.

Since the hydrologist's assessment of groundwater depth, the City Arborist inspected several of the City's dead and dying trees and determined that the drought has played a significant role in causing their death or decline. In each case, one or more of the following conditions apply:

1. Insects, pests, or diseases had weakened or stressed the trees, and the drought further stressed the trees, killing them.
2. Drought conditions stressed or weakened the trees and then insects, pests, or diseases killed them.
3. The drought was the only determining factor for the decline of a number of trees.

Due to these observations and conclusions, staff contacted the City's contracted, on-call tree service (West Coast Arborists) and had their Arborist give a second opinion. West Coast Arborists has come to the same conclusions and concurs with the findings of the City's Arborist.

With no improvement in drought conditions, the City began the removal of 201 dead trees with locations throughout the City's park system in early 2018. There are an estimated 613 additional dead and dying trees recorded throughout the City located in parks, medians, and rights-of-way. West Coast Arborists continues to remove dead trees throughout the City as funding permits.

Due to the rising costs associated with the tree removals and limited funds available for the increasing problem, staff began seeking additional funds to pay for the project. Under current conditions, the City is eligible to apply for funds through the CDAA Program which reimburse costs up to 75%. In order to complete the application the following documents are required:

- Resolution authorizing the City Manager to apply for the CDAA Program (Attachment A)
- Tree Removal Plan (Attachment B)
- Financial Needs Statement (Attachment C)

In order to beautify the areas where the trees have been removed, the City's existing Urban and Community Forestry Grant from CAL FIRE will allow for tree replanting at eligible sites.

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.

FINANCIAL IMPACT

Upon grant award, staff will return to Council to recognize award and appropriate funds including matching funds to the project. If awarded, the CDAA Funding for Tree Mortality Event provides 75% reimbursement for eligible tree identification, evaluation, removal, and disposal efforts. A 10% administrative allowance is provided in addition to the 75% reimbursement from CDAA. This 10% allowance is applied as a percentage against the total approved state share to cover indirect costs associated with obtaining and administering CDAA funds. The 25% of tree removal costs that the City is responsible for will be paid using General Fund and/or Measure O allocations, and is estimated to be $55,250. Should the City be successful in the grant process, staff will return to Council with a request for appropriation using either General Fund or Measure O reserves.

FUNDING SOURCE	AMOUNT	PERCENTAGE OF PROJECT
CALIFORNIA DISASTER ASSISTANCE ACT REIMBURSEMENT (TREE EFFORTS)	$165,750	70%
CALIFORNIA DISASTER ASSISTANCE ACT REIMBURSEMENT (10% ADMINISTRATIVE ALLOWANCE)	$16,575	7%
CITY OF OXNARD GENERAL FUND AND/OR MEASURE O	$55,250	23%

ATTACHMENTS:

Attachment A: Resolution Tree Mortality Grant

(Resolution Attachment A): Authorized Agent Resolution Form

Attachment B: Tree Removal Plan

Attachment C: Financial Needs Statement

RESOLUTION NO. _________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE TO BE USED FOR THE TREE MORTALITY EVENT RESPONSE

WHEREAS, on October 30, 2015, Governor Brown proclaimed a State of Emergency for drought-caused tree mortality. The Proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. As a result, costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75% reimbursement under the California Disaster Assistance Act (CDAA); and

WHEREAS, the City of Oxnard has experienced a major die-off of several different species of trees throughout the City which has been attributed to the ongoing drought. The drought has weakened trees and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard as follows:

SECTION 1. The City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A).

SECTION 2. The City of Oxnard, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

SECTION 3. That this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

PASSED, APPROVED, and ADOPTED, this 22nd day of May, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: ______________________

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE ______City Council______ OF THE ______City of Oxnard______
(Governing Body) (Name of Applicant)

THAT ______City Manager______, OR
(Title of Authorized Agent)

______________________________, OR
(Title of Authorized Agent)

____
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the ______City of Oxnard______, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the ______City of Oxnard______, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) ______________________

Passed and approved this __________ day of ________________, 20_____

____
(Name and Title of Governing Body Representative)

____
(Name and Title of Governing Body Representative)

____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, ______________________________, duly appointed and ______City Clerk______ of
(Name) (Title)

______City of Oxnard______, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the ______City Council______ of the ______City of Oxnard______
(Governing Body) (Name of Applicant)

on the ________________ day of ________________, 20___.

______________________________ ______________________________
(Signature) (Title)

City of Oxnard Tree Removal Plan

The City of Oxnard experienced a major die off of several different species of trees throughout the city. The drought weakened the trees and they were unable to fight off infestation of insects and/or fungus. The proximity of trees to City facilities prompted the city to take action and remove dead trees to reduce the fire potential, hazard potential, and prevent future spread of fungus and insect infestation.

The City Arborist reviewed a sample of the City's dead and dying trees and determined that the drought has played a significant role in causing the deaths of many of the trees.

1. Either insects/pest or disease have weakened or stressed the trees and then the drought stressed the trees further, enough to kill them.
2. Drought conditions stressed or weakened the trees and then insects/pests or disease killed them.
3. The drought was the only determining factor for the decline of certain trees.

Due to the City's observations, the City contacted their on-call tree service, West Coast Arborists, and had their arborist give a second opinion. West Coast Arborists also has come to the same conclusion, and determined that the drought is the major factor in causing the City's trees to decline and/or die.

A hydrogeologist was hired by the City in August 2016 to assess the depth of the City's groundwater. The groundwater had dropped from 2 to 8 feet in the last 5 years, due to the drought. The depth had been 8.8 feet to 10.7 feet deep, and had dropped to 11 feet to 19 feet deep. It was determined by the City's aborist that the drought and subsequent water table level drop have caused a significant impact to the City's trees, and are responsible for causing stress and subsequent tree disease and death.

With the dry summer months ahead, the City began removing 201 dead trees with locations throughout the City's park system. There is an estimated additional 613 dead and dying trees recorded throughout the city, in the City's parks, parkways, and right of ways. The City's contractor, West Coast Arborists, is currently removing dead trees throughout the city's park system.

Due to the rising costs associated with the tree removals, and the inability for the City to allocate the additional funds needed for such significant amounts of tree removals needed and caused by the drought, the City Council of the City of Oxnard is seeking additional funds to pay for the removal of the remaining dead and dying trees caused by the drought. The remaining dead trees will be identified by the City's arborists, and removed. All debris will be chipped and broadcast at the removal location or storage site. All large timber will be removed from the site, and all stumps will be left behind.

The City was unaware of the State Disaster Declaration and that the City could submit an application to the State for disaster support and partial reimbursement at the time of the tree removals. The City is submitting this request for trees that have been removed, that will be removed shortly, and for additional tree removals.

City of Oxnard Financial Needs Statement

The City of Oxnard experienced a major die off of several different species of trees throughout the city. The drought weakened the trees and they were unable to fight off infestation of insects and/or fungus. The proximity of trees to City facilities prompted the city to take action and remove dead trees to reduce the fire potential, hazard potential, and prevent future spread of fungus and insect infestation.

The City Arborist reviewed a sample of the City's dead and dying trees and determined that the drought has played a significant role in causing the deaths of many of the trees.

1. Either insects/pest or disease have weakened or stressed the trees and then the drought stressed the trees further, enough to kill them.
2. Drought conditions stressed or weakened the trees and then insects/pests or disease killed them.
3. The drought was the only determining factor for the decline of a number of trees.

Due to the City's observations, the City contacted their on-call tree service, West Coast Arborists, and had their arborist give a second opinion. West Coast Arborists also has come to the same conclusion, and determined that the drought is the major factor in causing the City's trees to decline and/or die.

A hydrogeologist was hired by the City in August 2016 to assess the depth of the City's groundwater. The groundwater had dropped from 2 to 8 feet in the last 5 years, due to the drought. The depth had been 8.8 feet to 10.7 feet deep, and had dropped to 11 feet to 19 feet deep. It was determined by the City's aborist that the drought and subsequent water table level drop have caused a significant impact to the City's trees, and are responsible for causing stress and subsequent tree disease and death.

With the dry summer months ahead, the City began removing 201 dead trees with locations throughout the City's park system. There is an estimated additional 613 dead and dying trees recorded throughout the city, in the City's parks, parkways, and right of ways. The City's contractor, West Coast Arborists, is currently removing dead trees throughout the city's park system.

Due to the rising costs associated with the tree removals, and the inability of the City to allocate the additional funds needed for such significant amounts of tree removals needed and caused by the drought, the City Council of the City of Oxnard is seeking additional funds to pay for the removal of the remaining dead and dying trees caused by the drought.

The City of Oxnard is a full-service city serving over 208,000 residents. The City of Oxnard, along with most other California cities, has been required to make deep cuts in its budget due to costs outside the City's control. Pension costs, alone, will be increasing such that in five-years the cumulative cost increase in the unfunded liability will increase by over $50 million. The City's worker's compensation and liability insurances are increasing by over $4 million in just one year alone. Unfortunately, these external costs are increasing faster than the City's ongoing revenue streams. These are but two examples of costs outside the control of the City that must be paid. The City is currently working on its FY2018-19 budget and is expecting a deficit of more than $10 million. This deficit will require impactful cuts in all departments. It is estimated, that even with budget reductions for FY2018-19, there will need to be more reductions in FY2019-20.

These reductions will require the City to examine all non-essential, non-mandated costs. Unfortunately, tree trimming is classified as non-essential and non-mandated, and as such will not be funded, except for critical situations that may be a health and safety issue. Tree trimming will be just one of many areas within the City that will experience a decrease in budget capacity. The City is not able to currently cover the costs of tree deaths caused by the drought. There are no reserves, emergency funds, or contingency funds available for the removal of the trees whose mortality is attributed to the drought.

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 8**

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director
Rosemarie Gaglione

SUBJECT: Approve an Appropriation for the Remediation and Demolition of 325 South K Street.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize an appropriation of $37,300 for the remediation and demolition of the fire damaged building at 350 South K Street.

BACKGROUND

In August 2017, a fire damaged the building at 350 South K Street. This building was a wood framed, free-standing storage structure approximately 2,600 square feet in size located behind the Police Activities League (PAL) complex on South K Street at Campus Park. The cause of the fire was attributed to vandalism, and the structure was extensively damaged and was not salvageable.

After conducting tests on the damaged structure, it was determined that portions contained asbestos material, which would require strictly regulated removal and disposal. Staff obtained three bids for the removal of the asbestos, building abatement and demolition. The bidders were V.A.C. Environmental & Demolition Contractors, National Response Corporation (NRC) and VenTerra Environmental, Inc. VenTerra Environmental, Inc. was the lowest bidder.

This public project is a Tier 1 project, which means it is within the $45,000 threshold set by

Ordinance 2920; therefore, on April 16, 2018, the Public Works Director awarded and executed a contract in the amount of $33,050 to VenTerra Environmental, Inc. There are also additional costs for permits and other related expenses that bring the total project cost to $37,300.

The City's property insurance policy already disbursed $37,300 to the City for this work. Thus, staff requests the Council's approval of a transfer from the fund in which the property insurance proceeds were deposited to another fund for facilities maintenance.

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

Approval of this action requires a transfer from Fund 701- Public Liability where the property insurance proceeds were deposited, to Fund 735 Facilities Maintenance Fund in the amount of $37,300. There is no financial impact to the City's General Fund.

ATTACHMENTS:

Attachment A: Budget Adjustment

REQUEST FOR BUDGET ADJUSTMENT

Department: Public Works | **Date:** April 26, 2018

Project/Program Manager: Rosemarie Gaglione | **Phone:** Ashley C. 200-5343

Reason for Appropriation:

Transfers revenues collected from insurance claim with Lexington Insurance Co. for burned building at Campus Park. Contract required for asbestos removal, building abatement and demolition.

Accounts and Descriptions		**AMOUNT**
Fund: Public Liability Fund (701)		
Revenues/Transfers In		
701-1704-691.75-18	OTHER INCOME / DAMAGE REIMBURSEMENTS	(37,300)
	Sub-total Revenues	(37,300)
Fund: Facilities Maintenance Fund (735)		
Revenues/Transfers In		
735-7401-691.75-18	OTHER INCOME / DAMAGE REIMBURSEMENTS	37,300
	Sub-total Revenues	37,300
Expenditures/Transfers Out		
735-7401-856.83-71	GEN.ADMIN EXPENSES / TAXES AND FILING FEES	300
735-7401-852.82-09	CONTRACTUAL SERVICES / SVCS-OTHER PROF/CONTRACT	37,000
	Sub-total Expenditures	37,300
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**0**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

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	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 9
CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 9**

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Clean Water State Revolving Fund Financial Assistance Application.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute:

1. A Resolution authorizing the City Manager to execute and file for a State Revolving Fund Financial Assistance Application, to provide the assurances, certifications and commitments therefor, and to carry out the City's responsibilities under the financing agreement;
2. A Resolution designating the amount of project expenditures to be reimbursed by proceeds from the State Revolving Fund; and
3. A Resolution dedicating and pledging revenues and funds for the repayment of the State Revolving Fund loan from the SWRCB.

BACKGROUND

The State Water Resources Control Board (SWRCB) administers the State Revolving Fund (SRF) program. The SRF program has a fixed amount of funds available each fiscal year and provides below-market rate financing to agencies on a first-come-first-served basis for water quality projects, including the construction of wastewater treatment facilities. The SRF is a low cost alternative to the City issuing its own bonds in the normal municipal market. Under this program, eligible projects can apply for loans with interest rates that are roughly one-half of the State General Obligation Rate at time of funding approval. For reference, from the State's most recent bond sale date of March 2017, the interest rate was 1.8%. The financing term is up to 30 years, or the useful life of the project, with no maximum funding limit. Repayment begins one year after completion of construction. These favorable loan terms can help lower total project costs and minimize the financial impacts of projects on rate-payers.

The City is applying to the SRF program to receive low interest rate loan(s) for the construction projects identified in years three through five of the Capital Improvement Program of the Public Works Department's Wastewater Division Rehabilitation Project (the Project). The City is requesting a loan amount of $66,700,000 for project capital costs to rehabilitate and repair high risk facilities that have been identified as health and safety concerns or that require urgent efforts to maintain wastewater treatment plant functionality. The Project includes rehabilitation activities necessary to maintain the required minimum redundancy at the treatment facility. The Project involves collection system rehabilitation, preliminary treatment rehabilitation, solids' treatment rehabilitation and replacement, pump station rehabilitation and replacement and seismic upgrading, electrical system installation, rehabilitation, and SCADA system replacement, cogeneration system rehabilitation, emergency generator replacement, and associated site work.

To finalize the application, several resolutions are required, as described here:

1) Attachment A authorizes the City's application for these projects. The resolution also authorizes the City Manager or designee to execute SRF financial assistance agreements and any amendments with the SWRCB, provide the assurances, certifications and commitments therefor, and to carry out the City's responsibilities under the resulting financing agreement.
2) Attachment B states that though the SRF program requires the City to pay in advance for certain tasks such as planning and design (eligible allowances), the City expects to reimburse the SRF up to a maximum principal amount of $66,700,000.
3) Section 603 of the federal Clean Water Act requires each financing recipient to establish one or more pledged sources of revenue to be eligible for SRF assistance. Attachment C states that the City dedicates and will pledge the net revenues of its Wastewater Treatment Enterprise Fund for the SRF loan.

Several steps in the loan process will require Council action, including approval of the final loan amounts, and staff will return to Council accordingly.

STRATEGIC PRIORITIES

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 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

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.

Objective 4b. Catch up on deferred maintenance for City facilities.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

This action only involves authorizing the application and submitting resolutions that are required with the application process. Applying for SRF funds does not obligate the City to proceed with the Project. The financial impact of proceeding with the Project will be evaluated at the time Council approval for the Project. Funding for the Project would be included in the Wastewater Treatment Fund CIP years three through five projects.

If approved, repayment of the Wastewater Treatment Facilities Rehabilitation 30-year SRF loan is expected to begin in 2019, a year after construction completion.

ATTACHMENTS:

Attachment A: Authorizing Resolution

Attachment B: Reimbursement Resolution

Attachment C: Pledged Revenues Resolution

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE FOR A STATE REVOLVING FUND FINANCIAL ASSISTANCE APPLICATION, TO PROVIDE THE ASSURANCES, CERTIFICATIONS AND COMMITMENTS THEREFOR, AND TO CARRY OUT THE CITY'S RESPONSIBILITIES UNDER THE FINANCING AGREEMENT

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that:

1. The City Manager or her or his designee is hereby authorized and directed to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board ("SWRCB") for the planning, design, and construction of the Project.
2. The City Manager or her or his designee is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the SWRCB and any amendments or changes thereto.
3. The City Manager or her or his designee is designated to represent the City in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

PASSED AND ADOPTED this ____ day of __________________, 2018, by the following vote:

AYES:

NOES:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING THE AMOUNT OF PROJECT EXPENDITURES TO BE REIMBURSED BY PROCEEDS FROM THE STATE REVOLVING FUND

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project");

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board ("SWRCB");

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes ("Obligations");

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds, the City desires to incur certain capital expenditures ("Expenditures") with respect to the Project from available moneys of the City; and

WHEREAS, the City has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations.

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

SECTION 1. The City hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is $66,700,000.

SECTION 3. This Resolution is being adopted no later than sixty (60) days after the date on which the City will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of its knowledge, the City is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This Resolution is adopted as official intent of the City in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and the City so finds, determines and represents.

PASSED AND ADOPTED this ____ day of __________________, 2018, by the following vote:

AYES:

NOES:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DEDICATING AND PLEDGING WASTEWATER TREATMENT ENTERPRISE FUND NET REVENUES FOR THE REPAYMENT OF A STATE REVOLVING FUND LOAN

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project").

THEREFORE BE IT RESOLVED, the City hereby dedicates and pledges net revenues of its Wastewater Treatment Enterprise Fund to payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding Program financing for the City Wastewater Treatment Plant rehabilitation projects, Project_____________. The City commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the City has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board ("SWRCB"). So long as the financing agreement(s) are outstanding, the City's pledge hereunder shall constitute a lien in favor of the SWRCB on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet the City's obligations under the financing agreement(s).

PASSED AND ADOPTED this ____ day of _________________, 2018, by the following vote:

AYES:

NOES:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: <u>10</u>**

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Adoption of Ordinance No. 2941 Amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council adopt Ordinance No. 2941 (read by title only, waiving further reading) amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code, establishing declared prima facie speed limits on City streets.

BACKGROUND

This agenda item is for the adoption of Ordinance No. 2941 establishing declared prima facie speed limits on City streets. This ordinance was introduced by the City Council at its meeting on May 8, 2018. At that meeting the City Council approved the first reading of the ordinance by title only and waived further reading.

STRATEGIC PRIORITIES

This 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 to 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

No financial impact.

ATTACHMENTS:

Attachment A - Ordinance 2941

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. ______

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SPEED LIMITS

WHEREAS, speed limits on streets that do not have statutory speed limits are required to be surveyed every 5 years by California Vehicle Code Sections 627 and 40802, with the ability to extend to 7 years and 10 years provided conditions have not changed significantly; and

WHEREAS, residential streets, commercial (downtown) districts, alleys and freeways have statutory speed limits; and

WHEREAS, the 85th-percentile speed, which is the speed at which 85% of vehicles during a survey travel, is what the City uses to establish speed limits on streets that do not have *prima facie* speed limits set by the Vehicle Code; and

WHEREAS, Oxnard Police Department motor officers conducted speed surveys in December 2017 and in January and February 2018 to determine the 85th-percentile speed; and

WHEREAS, based on those speed surveys, City staff reduced the data and prepared recommendations for changes to existing speed limits; and

WHEREAS, the Oxnard City Council now wishes to amend the speed limits in the City of Oxnard listed in Oxnard City Code Section 8-2.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1: The chart in City Code Section 8-2 is hereby amended to read as follows (with proposed language to remove crossed off and the proposed replacement or new language in bold and underline):

Street	***Location***	***Speed Limit***
Auto Center Drive	From Rose Avenue to Santa Clara Avenue	40
Bard Road	From J Street to Saviers Road	30
	From Saviers Road to Pleasant Valley Road	35
C Street	From Channel Islands Boulevard to Citrus Grove Lane	30
Camino Del Sol	From Oxnard Boulevard to Del Norte Boulevard	45

Channel Islands Boulevard	From Harbor Boulevard to Victoria Avenue	45
	From Ventura Road to Paula Street	35
	From Paula Street to easterly city limits	40
Citrus Grove Lane	From C Street to Oxnard Boulevard	30
Del Norte Boulevard	From Fifth Street to Route 101	50
Doris Avenue	From Patterson Road to Ventura Road	45
Eastman Avenue	From Rose Avenue to Rice Avenue	40
Emerson Avenue	From Pacific Avenue to easterly city limits	40
Etting Road	From Pleasant Valley Road to easterly city limits	40
Fifth Street	From Victoria Avenue to ¼ mile west of Ventura Road	45
	From ~~Victoria Avenue~~ **Del Norte Blvd.** to ~~1/4 mile west of Ventura Road~~ **Rose Avenue**	~~45~~ **55**
	From ~~1/4 mile west of Ventura Road~~ **Rose Avenue** to ~~C Street~~ **Oxnard Blvd.**	35
Gary Drive	From Albany Drive to Rose Avenue	30
Gonzales Road	From westerly city limits to Rice Avenue	45
Graves Avenue	From Celsius Avenue and Wankel Way	40
H Street	From Gonzales Road to Vineyard Avenue	40
	From Fifth Street to Gonzales Road	30
	From Gonzales Road to Violet Way	40
Harbor Boulevard	From Bluefin Circle to Channel Islands Boulevard	40
	From Channel Islands Boulevard to Fifth Street	50
Harbor Boulevard Frontage Road	From Beach Way to Channel Way	15
Hemlock Street	From Victoria Avenue to Patterson Avenue	40
	From Patterson Avenue to Ventura Road	35
Hobson Way	From Ninth Street to Fifth Street	30
Hueneme Road	From J Street to Edison Drive	45
J Street	From Hueneme Road to Ninth Street	30
Lombard Street	**From Camino Del Sol to Eastman Avenue**	**40**
	From Eastman Avenue to Gonzales Road	35

Maulhardt Road	From Dodge Road to Pleasant Valley Road	35
Ninth Street	From Ventura Road to Hobson Way	35
Oxnard Boulevard	**From Channel Islands Boulevard to Pleasant Valley Road**	**60**
	From Rose Avenue to Channel Islands Boulevard	**55**
	From the railroad tracks to Rose Avenue	**45**
	From Wooley Road to the railroad tracks	**40**
	From Second Street to Wooley Road	**30**
	From Robert Avenue to Second Street	**35**
	From Vineyard Avenue to Robert Avenue	**45**
	From Town Center Drive to Vineyard Avenue	**50**
	From Forest Park Boulevard to Town Center Drive	**35**
Pacific Avenue	From Statham Boulevard to Fifth Street	35
Patterson Road	From Hemlock Street to Fifth Street	45
	From Doris Avenue to Vineyard Avenue	40
Pleasant Valley Road	From J Street to Squires Drive	35
	From Squires Drive to Route 1	45
Rice Avenue	From Fifth Street to ~~Gonzales Road~~ **Route 101 southbound ramp**	50
	From ~~Gonzales Road~~ **Route 101 southbound ramp** to ~~Auto Center Drive~~ **the northerly City limits**	~~35~~ **40**
Rose Avenue	From Sanford Street to Fifth Street	45
	From Fifth Street to Camino Del Sol	40
	From Camino Del Sol to Gonzales Road	45
	From Gonzales Road to Collins Street	40
Saviers Road	From Hueneme Road to Wooley Road	40
Second Street/Teal Club Road	From westerly city limits to H Street	35
Statham Boulevard	From Channel Islands Boulevard to Route 1	~~35~~ **40**
Sturgis Road	From Lombard Street to easterly city limits	40
Third Street	From A Street to Juanita Avenue	35

	From Juanita Avenue to Rose Avenue	40
Ventura Boulevard	From Auto Center Drive to Santa Clara Avenue	35
Ventura Road	From Channel Islands Boulevard to Vineyard Avenue	45
	From Vineyard Avenue to Union Pacific Railroad Crossing	50
	From Union Pacific Railroad Crossing to Town Center Drive	40
Victoria Avenue	From Lakeshore Drive to Fifth Street	50
	From Fifth Street to the Santa Clara River Bridge	55
Vineyard Avenue	From Patterson Road to Oxnard Boulevard	40
	From Oxnard Boulevard to Route 101	**35**
	From Route 101 to Forest Park Boulevard	**40**
	From Forest Park Boulevard to northerly city limits	**55**
Wooley Road	From Harbor Boulevard to Ventura Road	45
	From Ventura Boulevard to Rose Avenue	40

Part 2: If for any reason this ordinance is held invalid or unenforceable, the City Council intends that the ordinance provisions which would have been repealed by this ordinance remain in effect as if this ordinance had not been adopted.

Part 3: If for any reason any part of this ordinance is held invalid or unenforceable, the Council intends that the remaining parts of this ordinance remain in effect.

Part 4: This ordinance shall be codified.

Part 5: Pursuant to Government Code section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 6: The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within 15 calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. ________ was first read on _______________, 2018, finally adopted on _______________, 2018, and will become effective 30 days after final adoption.

APPROVED and ADOPTED this ____ day of ______________, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

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CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 1

DATE: May 22, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Anti Price Gouging Ordinance (5/5/5)

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, (805) 385-7483

RECOMMENDATION:

That City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 6 of the Oxnard City Code to impose a prohibition on unfair pricing following the declaration of a state of emergency, local emergency or state of war emergency; adding various definitions relating to the prohibition and making various clerical changes.

BACKGROUND

California Penal Code Section 396

California Penal Code Section 396 ("Section 396") generally prohibits charging a price that exceeds, by more than 10 percent, the price of an item before a state or local declaration of emergency. This law applies to those who sell food, emergency supplies, medical supplies, building materials and gasoline. The law also applies to repair or reconstruction services, emergency cleanup services, transportation, freight and storage services, hotel accommodations and rental housing.

Legal Remedies Imposed by Statute

Violators of Section 396 are subject to criminal prosecution that can result in a one-year imprisonment in county jail and/or a fine of up to $10,000. Violators are also subject to civil enforcement actions including civil penalties of up to $5,000 per violation, injunctive relief and mandatory restitution. Violation can also result in a civil lawsuit against the dealer as an "unlawful business practice" and an act of unfair competition within the meaning of Section 17200 of the Business and Professions Code. The remedies and penalties provided by this section are cumulative to each other. The District Attorney and the Attorney General can enforce the statute.

Legal Remedies Imposed by Local Ordinance
Section 396 subsection (i) permits municipalities to prohibit unfair pricing on their own terms, including imposing more severe penalties than those provided in the statute. Violators of the proposed ordinance would be charged with a misdemeanor, punishable by a fine of not to exceed $1,000, or by imprisonment for not to exceed six months, or both.

The proposed ordinance amends the existing provisions of the Oxnard City Code to impose a prohibition on unfair pricing following the declaration of a state of emergency, local emergency or state of war emergency, in accordance with Section 396 as described above. The ordinance also adds various definitions relating to states of emergency to clarify goods and services to which the prohibitions apply, and makes various clerical changes to formatting and headings.

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:

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

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.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A: Emergency Organization and Functions and Unfair Pricing Ordinance

Attachment B: Emergency Organization and Functions and Unfair Pricing Ordinance Redline

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 6 OF THE OXNARD CITY CODE TO IMPOSE A PROHIBITION ON UNFAIR PRICING FOLLOWING THE DECLARATION OF A STATE OF EMERGENCY, LOCAL EMERGENCY OR STATE OF WAR EMERGENCY

WHEREAS, it is the intent of the City Council to ensure that citizens are protected from excessive and unjustified increases in the prices charged during or shortly after a declared state of emergency, local emergency, or state of war emergency for goods and services that are vital and necessary for the health, safety, and welfare of consumers; and

WHEREAS, California Penal Code Section 396 prohibits raising the price of many consumer goods and services by more than 10% after an emergency has been declared; and

WHEREAS, violations of Penal Code Section 396 are subject to criminal prosecution that can result in one-year imprisonment in county jail and/or a fine of up to $10,000, and civil enforcement actions including civil penalties of up to $5,000 per violation, injunctive relief and mandatory restitution; and

WHEREAS, Penal Code Section 396 permits municipalities to prohibit unfair pricing on their own terms, including imposing more severe penalties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. City Code Amendment. Chapter 6 of the Oxnard City Code is amended to read as follows:

“**Chapter 6: EMERGENCY ORGANIZATION AND FUNCTIONS, AND UNFAIR PRICING**

SEC. 6-1. PURPOSES

The purposes of this chapter are to provide for the protection of individuals and property within the city in the event of an emergency; the direction of the emergency organization; the coordination of the emergency functions of the city with other public agencies, corporations, organizations, and private individuals; and to ensure that citizens are protected from excessive and unjustified increases in the prices charged during or shortly after a declared state of emergency, local emergency, or state of war emergency for goods and services that are vital and necessary for the health, safety, and welfare of consumers.

SEC. 6-2. DEFINITIONS

For the purposes of this chapter, the following words shall have the following meanings:

(A) BUILDING MATERIALS - lumber, construction tools, windows, and anything else used in the building or rebuilding of property.

(B) CONSUMER FOOD ITEM - any article that is used or intended for use for food, drink, confection, or condiment by an individual or animal.

(C) DISASTER SERVICE WORKER - An individual defined as a disaster service worker in Cal. Gov. Code Section 3101 and Cal. Lab. Code Section 3211.92.

(D) EMERGENCY - Local emergency, state of emergency or state of war emergency, depending of the context.

(E) EMERGENCY SUPPLIES - includes, but is not limited to, water, flashlights, radios, batteries, candles, blankets, soaps, diapers, temporary shelters, tape, toiletries, plywood, nails and hammers.

(F) GASOLINE - any fuel used to power any motor vehicle or power tool.

(G) GOODS - tangible chattels bought for use primarily for personal, family, or household purposes, including certificates or coupons exchangeable for these goods, and including goods that, at the time of the sale or subsequently, are to be so affixed to real property as to become a part of the real property whether or not severable therefrom, but does not include any vehicle required to be registered under the Vehicle Code, nor any goods sold with this vehicle if sold under a contract governed by Section 2982, and does not include any mobilehome, as defined in Section 18008 of the Health and Safety Code, nor any goods sold with this mobilehome if either are sold under a contract subject to Section 18036.5 of the Health and Safety Code.

(H) HOUSING – any rental housing with an initial lease term no longer than one year.

(I) LOCAL EMERGENCY - The actual or threatened existence of conditions of disaster or of extreme peril to the safely of individuals and property within the city caused by such conditions as air pollution, fire, flood, tsunami, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the warning by the governor of the State of an earthquake or volcanic eruption, an earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but not including conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the city, requiring the combined forces of other public agencies to combat.

(J) MEDICAL SUPPLIES - includes, but is not limited to, prescription and nonprescription medications, bandages, gauze, isopropyl alcohol, and antibacterial products.

(K) PERSON - person, contractor, business, or other entity.

(L) REPAIR AND CONSTRUCTION SERVICES - services performed by any person who is required to be licensed under the Contractors' State License Law (Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code), for repairs to residential or commercial property of any type that is damaged as a result of a disaster.

(M) STATE OF EMERGENCY - An emergency proclaimed by the governor of the State, as provided in Cal. Gov. Code Section 8558(b).

(N) STATE OF WAR EMERGENCY - The condition described in Cal. Gov. Code Section 8558(a).

(O) TRANSPORTATION, FREIGHT AND STORAGE SERVICES - any service that is performed by any company that contracts to move, store, or transport personal or business property or rents equipment for those purposes.

SEC. 6-3. OFFICE OF EMERGENCY SERVICES; DIRECTOR DUTIES.

(A) There is hereby created the Office of Emergency Services (OES). The director of the OES shall be the city manager. The assistant director shall be the designated assistant city manager. The deputy director shall be the fire chief. An emergency services manager shall be appointed by the deputy director.

(B) The director shall:

(1) Develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. Such plans, agreements, ordinances and resolutions shall provide, to the extent possible, for the effective mobilization of the resources of the city, both public and private, to meet any condition constituting a local emergency, a state of emergency or a state of war emergency;

(2) If the city council is in session, request the city council to proclaim the existence or threatened existence of a local emergency;

(3) If the city council is not in session, proclaim the existence or threatened existence of a local emergency. A local emergency proclaimed by the director shall not remain in effect for more than seven days unless ratified by the city council;

(4) If the city council is not in session, request the governor to proclaim a state of emergency when, in the opinion of the director, locally available resources are inadequate to cope with an emergency; and

(5) Control and direct the emergency services of the city and resolve questions of authority and responsibility arising therefrom.

(C) In the event of the proclamation of a local emergency, a state of emergency or the proclamation or existence of a state of war emergency, the director shall:

(1) Promulgate orders and regulations necessary to provide for the protection of life and property and, at the earliest practicable time, request the city council to ratify such orders and regulations;

(2) Obtain supplies, equipment and other property needed for the protection of life and property and bind the city for the fair value thereof and, if required immediately, commandeer the same for public use;

(3) Require emergency services of any city officer or employee;

(4) Requisition necessary personnel or material of any city program or agency; and

(5) Exercise his/her ordinary powers as city manager, the special powers conferred on him/her by this chapter or by resolution or emergency plan adopted by the city council, and powers conferred on him/her by statute, by any agreement approved by the city council, and by any other lawful authority.

(D) In the event of an emergency, the director may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. If the director orders any such action, the director shall report to the city council, at its next meeting, the reasons justifying why the emergency did not or will not permit a delay resulting from a competitive solicitation for bids and why the action was or is necessary to respond to the emergency.

(E) The assistant director shall have such other powers and duties as may be assigned by the director and shall be acting director if the director is unavailable during an emergency.

(F) The deputy director shall have such other powers and duties as may be assigned by the director and will oversee the emergency management program and shall be acting director if the director and assistant director are unavailable during an emergency.

(G) The emergency services manager shall, under the supervision of the deputy director, develop emergency plans and manage the emergency management programs of the city.

SEC. 6-5. DISASTER COUNCIL

(A) There is hereby established a disaster council, consisting of the following:

(1) The director of the OES, who shall be the chair;

(2) The assistant director of the OES, who shall be vice chair;

(3) The deputy director of the OES;

(4) The emergency services manager;

(5) The section coordinators designated in the city's emergency plan;

(6) The mayor; and

(7) The chair of the Inter Neighborhood Council Organization.

(B) The Disaster Council shall meet no less than once per year and will be responsible for reviewing and recommending plans, policies and ordinances that will aid in the preparedness, response and recovery from disasters including, but not limited to, earthquakes, tsunamis, floods and other natural or manmade disasters. In the event of the proclamation of a state of emergency in the county or the proclamation or existence of a state of war emergency, the disaster council may command the aid of disaster service workers to assist the director and the emergency organization. The emergency services manager, under the authority of the disaster council, shall register and direct the activities of disaster service workers. The disaster council shall apply for certification by the California Emergency Council, as provided in Cal. Gov. Code Section 8612, and become an accredited disaster council.

SEC. 6-6. EMERGENCY ORGANIZATION

All officers and employees of the city, together with volunteers and all groups, organizations and persons, including disaster service workers, who may by agreement or operation of law be charged with duties incidental to the protection of life and property in the city during an emergency, shall constitute the emergency organization of the city.

SEC. 6-7. EXPENDITURES

Any expenditures made by the emergency organization in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

SEC. 6-8. VIOLATIONS AND UNFAIR PRICING

(A) During a local emergency, state of emergency or state of war emergency, no individual shall:

(1) Willfully obstruct, hinder or delay any member of the emergency organization in the enforcement of any rule, regulation, order or directive issued pursuant to this chapter or in the performance of any duty imposed on him/her by virtue of this chapter.

(2) Do any act forbidden by any rule, regulation, order or directive issued pursuant to this chapter, including violation of any curfew so established. However, an affirmative defense to violation of such a curfew shall be that the individual charged was traveling to or from work or school, was homeless, or was seeking medical treatment.

(3) Wear, carry or display any emblem, insignia or other means of identification as a member of the emergency organization of the city, the county, or the State unless authority to do so has been granted to such individual by the proper official.

(B) Goods and Services. Upon the declaration of an emergency, and for a period of 30 days following that declaration, it is unlawful for a person to sell or offer to sell any consumer food items or goods, goods or services used for emergency cleanup, emergency supplies, medical supplies, home heating oil, building materials, housing, transportation, freight, and storage services, or gasoline or other motor fuels for a price of more than 10 percent above the price charged by that person for those goods or services immediately prior to the declaration, unless that person can prove that the increase in price is directly attributable to additional costs imposed upon it by the supplier of the goods, or directly attributable to additional costs for labor or materials used to provide the services.

(C) Hotels, Motels and other Short Term Rentals. Upon the declaration of an emergency, and for a period of 30 days following that declaration, it is unlawful for any person to rent or lease a hotel or motel room, or other short term rental unit, including a vacation rental unit, in the City for more than 10 percent above the hotel, motel or other short term rental's regular rates, as advertised immediately prior to declaration of emergency, unless that person can prove that the increase in price is directly attributable to additional costs imposed on it for goods or labor used in the businesses, to seasonal adjustments that are regularly scheduled, or to previously contracted rates.

(D) Construction Goods and Services. Upon the declaration of an emergency, and for a period of 180 days following that declaration, it is unlawful for a contractor to sell or offer to sell any repair or reconstruction services or any services used in emergency cleanup for a price of more than 10 percent above the price charged by that person for those services immediately prior to the proclamation or declaration of emergency, unless that person can prove that the increase in price was directly attributable to additional costs imposed on it by the supplier of the goods, or directly attributable to additional costs for labor or materials used to provide the services.

(E) The provisions of this section may be extended for additional 30-day period by the City Council if deemed necessary to protect the lives, property, or welfare of the citizens.

SEC. 6-9. PENALTY

Any violation of this chapter shall be a misdemeanor, punishable by a fine of not to exceed $1,000, or by imprisonment for not to exceed six months, or both."

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 4. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 5. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _________ was first read on ________________________________, 2018, and finally adopted on ________________________________, 2018, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 6 OF THE OXNARD CITY CODE TO IMPOSE A PROHIBITION ON UNFAIR PRICING FOLLOWING THE DECLARATION OF A STATE OF EMERGENCY, LOCAL EMERGENCY OR STATE OF WAR EMERGENCY

WHEREAS, it is the intent of the City Council to ensure that citizens are protected from excessive and unjustified increases in the prices charged during or shortly after a declared state of emergency, local emergency, or state of war emergency for goods and services that are vital and necessary for the health, safety, and welfare of consumers; and

WHEREAS, California's Penal Code Section 396, prohibits raising the price of many consumer goods and services by more than 10% after an emergency has been declared; and

WHEREAS, violations of Penal Code Section 396 are subject to criminal prosecution that can result in one-year imprisonment in county jail and/or a fine of up to $10,000, and civil enforcement actions including civil penalties of up to $5,000 per violation, injunctive relief and mandatory restitution; and

WHEREAS, Penal Code Section 396 permits municipalities to prohibit unfair pricing on their own terms, including imposing more severe penalties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. City Code Amendment. Chapter 6 of the Oxnard City Code is amended to read as follows:

"Chapter 6: EMERGENCY ORGANIZATION AND FUNCTIONS, AND UNFAIR PRICING

SEC. 6-1. PURPOSES

The purposes of this chapter are to provide for the protection of ~~persons~~ individuals and property within the city in the event of an emergency; the direction of the emergency organization; ~~and~~ the coordination of the emergency functions of the city with other public agencies, corporations, organizations, and private ~~persons~~individuals~~.~~; and to ensure that citizens are protected from excessive and unjustified increases in the prices charged during or shortly after a declared state of emergency, local emergency, or state of war emergency for goods and services that are vital and necessary for the health, safety, and welfare of consumers.

SEC. 6-2. DEFINITIONS

For the purposes of this chapter, the following words shall have the following meanings:

(A) BUILDING MATERIALS - lumber, construction tools, windows, and anything else used in the building or rebuilding of property.

(B) CONSUMER FOOD ITEM - any article that is used or intended for use for food, drink, confection, or condiment by an individual or animal.

(C) DISASTER SERVICE WORKER - ~~A person~~ An individual defined as a disaster service worker in Cal. Gov. Code Section~~Cal. Gov't Code, Section~~ 3101 and Cal. ~~Labor~~ Lab. Code Section~~, Section~~ 3211.92.

(~~B~~D) EMERGENCY - Local emergency, state of emergency or state of war emergency, depending of the context.

(E) EMERGENCY SUPPLIES - includes, but is not limited to, water, flashlights, radios, batteries, candles, blankets, soaps, diapers, temporary shelters, tape, toiletries, plywood, nails and hammers.

(F) GASOLINE - any fuel used to power any motor vehicle or power tool.

(G) GOODS - tangible chattels bought for use primarily for personal, family, or household purposes, including certificates or coupons exchangeable for these goods, and including goods that, at the time of the sale or subsequently, are to be so affixed to real property as to become a part of the real property whether or not severable therefrom, but does not include any vehicle required to be registered under the Vehicle Code, nor any goods sold with this vehicle if sold under a contract governed by Section 2982, and does not include any mobilehome, as defined in Section 18008 of the Health and Safety Code, nor any goods sold with this mobilehome if either are sold under a contract subject to Section 18036.5 of the Health and Safety Code.

(H) HOUSING – any rental housing with an initial lease term no longer than one year.

(~~C~~I) LOCAL EMERGENCY - The actual or threatened existence of conditions of disaster or of extreme peril to the safely of ~~persons~~ individuals and property within the city caused by such conditions as air pollution, fire, flood, tsunami, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the warning by the governor of the State of an earthquake or volcanic eruption, an earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but not including conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the city, requiring the combined forces of other public agencies to combat.

(J) MEDICAL SUPPLIES - includes, but is not limited to, prescription and nonprescription medications, bandages, gauze, isopropyl alcohol, and antibacterial products.

(K) PERSON - person, contractor, business, or other entity.

(L) REPAIR AND CONSTRUCTION SERVICES - services performed by any person who is required to be licensed under the Contractors' State License Law (Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code), for repairs to residential or commercial property of any type that is damaged as a result of a disaster.

(~~D~~M) STATE OF EMERGENCY - An emergency proclaimed by the governor of the State, as provided in Cal. Gov. Code Section ~~Cal. Gov't Code, Section~~ 8558(b).

(~~E~~N) STATE OF WAR EMERGENCY - The condition described in ~~Cal. Gov't Code, Section~~Cal. Gov. Code Section 8558(a).

(O) TRANSPORTATION, FREIGHT AND STORAGE SERVICES - any service that is performed by any company that contracts to move, store, or transport personal or business property or rents equipment for those purposes.

SEC. 6-3. OFFICE OF EMERGENCY SERVICES; DIRECTOR DUTIES.

(A) There is hereby created the Office of Emergency Services (OES). The director of the OES shall be the city manager. The assistant director shall be the designated assistant city manager. The deputy director shall be the fire chief. An emergency services manager shall be appointed by the deputy director.

(B) The director shall:

(1) Develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. Such plans, agreements, ordinances and resolutions shall provide, to the extent possible, for the effective mobilization of the resources of the city, both public and private, to meet any condition constituting a local emergency, a state of emergency or a state of war emergency;

(2) If the city council is in session, request the city council to proclaim the existence or threatened existence of a local emergency;

(3) If the city council is not in session, proclaim the existence or threatened existence of a local emergency. A local emergency proclaimed by the director shall not remain in effect for more than seven days unless ratified by the city council;

(4) If the city council is not in session, request the governor to proclaim a state of emergency when, in the opinion of the director, locally available resources are inadequate to cope with an emergency; and

(5) Control and direct the emergency services of the city and resolve questions of authority and responsibility arising therefrom.

(C) In the event of the proclamation of a local emergency, a state of emergency or the proclamation or existence of a state of war emergency, the director shall:

(1) Promulgate orders and regulations necessary to provide for the protection of life and property and, at the earliest practicable time, request the city council to ratify such orders and regulations;

(2) Obtain supplies, equipment and other property needed for the protection of life and property and bind the city for the fair value thereof and, if required immediately, commandeer the same for public use;

(3) Require emergency services of any city officer or employee;

(4) Requisition necessary personnel or material of any city program or agency; and

(5) Exercise his/her ordinary powers as city manager, the special powers conferred on him/her by this chapter or by resolution or emergency plan adopted by the city council, and powers conferred on him/her by statute, by any agreement approved by the city council, and by any other lawful authority.

(D) In the event of an emergency, the director may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. If the director orders any such action, the director shall report to the city council, at its next meeting, the reasons justifying why the emergency did not or will not permit a delay resulting from a competitive solicitation for bids and why the action was or is necessary to respond to the emergency.

(E) The assistant director shall have such other powers and duties as may be assigned by the director and shall be acting director if the director is unavailable during an emergency.

(F) The deputy director shall have such other powers and duties as may be assigned by the director and will oversee the emergency management program and shall be acting director if the director and assistant director are unavailable during an emergency.

(G) The emergency services manager shall, under the supervision of the deputy director, develop emergency plans and manage the emergency management programs of the city.

SEC. 6-5. DISASTER COUNCIL

(A) There is hereby established a disaster council, consisting of the following:

(1) The director of the OES, who shall be the chair;

(2) The assistant director of the OES, who shall be vice chair;

(3) The deputy director of the OES;

(4) The emergency services manager;

(5) The section coordinators designated in the city's emergency plan;

(6) The mayor; and

(7) The chair of the Inter Neighborhood Council Organization.

(B) The Disaster Council shall meet no less than once per year and will be responsible for reviewing and recommending plans, policies and ordinances that will aid in the preparedness, response and recovery from disasters including, but not limited to, earthquakes, tsunamis, floods and other natural or manmade disasters. In the event of the proclamation of a state of emergency in the county or the proclamation or existence of a state of war emergency, the disaster council may command the aid of disaster service workers to assist the director and the emergency organization. The emergency services manager, under the authority of the disaster council, shall register and direct the activities of disaster service workers. The disaster council shall apply for certification by the California Emergency Council, as provided in ~~Cal. Gov't Code, Section~~ Cal. Gov. Code Section 8612, and become an accredited disaster council.

SEC. 6-6. EMERGENCY ORGANIZATION

All officers and employees of the city, together with volunteers and all groups, organizations and persons, including disaster service workers, who may by agreement or operation of law be charged with duties incidental to the protection of life and property in the city during an emergency, shall constitute the emergency organization of the city.

SEC. 6-7. EXPENDITURES

Any expenditures made by the emergency organization in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

SEC. 6-8. VIOLATIONS AND UNFAIR PRICING

(A) During a local emergency, state of emergency or state of war emergency, no ~~person~~ individual shall:

(~~A~~1) Willfully obstruct, hinder or delay any member of the emergency organization in the enforcement of any rule, regulation, order or directive issued pursuant to this chapter or in the performance of any duty imposed on him/her by virtue of this chapter.

(~~B~~2) Do any act forbidden by any rule, regulation, order or directive issued pursuant to this chapter, including violation of any curfew so established. However, an affirmative defense to violation of such a curfew shall be that the ~~person~~ individual charged was traveling to or from work or school, was homeless, or was seeking medical treatment.

(~~C~~3) Wear, carry or display any emblem, insignia or other means of identification as a member of the emergency organization of the city, the county, or the State unless authority to do so has been granted to such ~~person~~ individual by the proper official.

(B) Goods and Services. Upon the declaration of an emergency, and for a period of 30 days following that declaration, it is unlawful for a person to sell or offer to sell any consumer food items or goods, goods or services used for emergency cleanup, emergency supplies, medical supplies, home heating oil, building materials, housing, transportation, freight, and storage services, or gasoline or other motor fuels for a price of more than 10 percent above the price charged by that person for those goods or services immediately prior to the declaration, unless that person can prove that the increase in price is directly attributable to additional costs imposed upon it by the supplier of the goods, or directly attributable to additional costs for labor or materials used to provide the services.

(C) Hotels, Motels and other Short Term Rentals. Upon the declaration of an emergency, and for a period of 30 days following that declaration, it is unlawful for any person to rent or lease a hotel or motel room, or other short term rental unit, including a vacation rental unit, in the City for more than 10 percent above the hotel, motel or other short term rental's regular rates, as advertised immediately prior to declaration of emergency, unless that person can prove that the increase in price is directly attributable to additional costs imposed on it for goods or labor used in the businesses, to seasonal adjustments that are regularly scheduled, or to previously contracted rates.

(D) Construction Goods and Services. Upon the declaration of an emergency, and for a period of 180 days following that declaration, it is unlawful for a contractor to sell or offer to sell any repair or reconstruction services or any services used in emergency cleanup for a price of more than 10 percent above the price charged by that person for those services immediately prior to the proclamation or declaration of emergency, unless that person can prove that the increase in price was directly attributable to additional costs imposed on it by the supplier of the goods, or directly attributable to additional costs for labor or materials used to provide the services.

(E) The provisions of this section may be extended for additional 30-day period by the City Council if deemed necessary to protect the lives, property, or welfare of the citizens.

SEC. 6-9. PENALTY

Any violation of this chapter shall be a misdemeanor, punishable by a fine of not to exceed $1,000, or by imprisonment for not to exceed six months, or both."

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 4. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 5. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _________ was first read on ________________________________, 2018, and finally adopted on ________________________________, 2018, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 2**

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Award Contract for City of Oxnard Parks and Recreation Master Plan. (5/10/5)

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council award and authorize the Mayor to execute an agreement with Colorado Design Workshop, Inc. in the amount of $323,210 for the City of Oxnard Parks and Recreation Master Plan (Agreement No. 8031-17-PW).

BACKGROUND

The City of Oxnard has prioritized the completion of a Parks and Recreation Master Plan, as evidenced by direct recommendation from the City's Organizational Assessment (recommendation 23 of the two-year implementation action plan) and inferenced by several strategic priorities.

The City released a request for proposals (RFP) for the completion of a Parks and Recreation Master Plan in May 2017. Five firms submitted proposals, and four were selected for interviews that took place on July 21, 2017. The four firms selected for interviews included GreenPlay, GGLO, RJM, and Colorado Design Workshop. The Public Works Director, the Cultural and Community Services Department Director, a City project manager, and two Parks, Recreation, and Community Services Commissioners reviewed and scored the submitted proposals, and interviewed applicants. The applicants were scored by using a worksheet that assessed the companies' proposed approach to the requested scope of work, their staffing plan, their experience and past performance, and their local understanding and “fit” with the City’s priorities and requested scope.

The consultant who scored the highest was Colorado Design Workshop, which was the most responsive to the outlined scope of work and included a strong, multidisciplinary staffing plan. Colorado Design Workshop received the highest scores for its exceptional community engagement methodology and experience, proposing a very process-oriented and collaborative approach. Colorado Design Workshop also balanced a visionary and experienced perspective with a grounded and feasible approach. Colorado Design Workshop demonstrated a strong qualitative and quantitative approach to the assessing of community and programming needs as well as showing a balanced perspective with demonstrated experience in both passive and active recreation elements. Given that the City has diverse groups of park users, balancing passive and active recreation perspectives through expert community workshop facilitation and public participation is a priority. Colorado Design Workshop also ranked highly for demonstrated expertise in diverse methods of community engagement. Reference checks with other cities and agencies who had contracted with Colorado Design Workshop in the past yielded very positive comments.

The City Council previously allocated $323,210 of Measure O funds to implement the project. The project involves both the Public Works Department’s Parks Division and the Cultural and Community Service Department’s Recreation Division, with the Public Works Department taking the lead role.

The community-based parks and recreation master planning process will provide the City with a solid road map that will integrate diverse community needs and public resources to ensure balanced and equitable parks and recreation services for all users in the coming years. The planning process will integrate focus group meetings that provide the opportunity for in-depth discussion with select groups of community members on various topics. Further, it will involve diverse stakeholders, ensuring that many voices and perspectives are heard, considered, and integrated into a holistic final plan. The planning process will include two community workshops for the City to understand public values and synthesize community needs. There will be a second round of community workshops to identify priorities and trade-offs. These will be refined into action strategies. The project is expected be complete in 12 months, with the final plan complete by June of 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 goal 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.

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 goal:

Goal 1. Ensure master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

FINANCIAL IMPACT

There is sufficient funding in the FY17-18 budget in the amount of $323,210 in Measure O Funds (104-5759, project MO5708). The Project was included in the Mid-Year Budget request approved by City Council on February 20, 2018. There is no further anticipated financial impact.

ATTACHMENTS:

Attachment A - Agreement No. 8031-17-PW

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 ____________________, 2018, by and between the City of Oxnard, a municipal corporation ("**City**"), and Colorado Design Workshop, 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**"). 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 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.

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 pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. 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 Stephanie Grigsby 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 May 16, 2018, and expire on September 30, 2019.

13. Termination

a. This Agreement may be terminated by City with or without cause 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. 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 with or without cause and at no cost to the Consultant 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 $323,210 for the Services at rates provided in the Rate Schedule in **Exhibit C**, and the Estimated Cost Schedule in **Exhibit D**, both of which are attached hereto and incorporated by this reference in full herein. Should there be any conflict between Exhibits C and D, Exhibit C shall govern.

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. 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.

22. <u>Insurance</u>

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-B**, 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-B**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-B**.

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 Colorado Design Workshop, Inc., 724 South Spring Street, Suite 701, Los Angeles, California 93030, Attention: Stephanie Grigsby.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, Oxnard, CA 93030, Attention: Eic Humel.

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]

Agreement No. 8031-17-PW

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

CITY OF OXNARD

☒ Tim Flynn, Mayor Date
(if agreement is $250,000.01 or more)
☐ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

3/22/18
Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

4-11-18
J. Arthur Gutierrez Date
Interim Parks Manager
(required for any agreement amount)

4-12-18
Todd Vasquez-Hensley Date
Assistant Public Works Director

3/22/18
Rosmarie Gaglione Date
Public Works Director
(if agreement is $25,000.01 or more)

Jesus Nava, Assistant City Manager Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim 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)

COLORADO DESIGN WORKSHOP, INC.

April 7, 2018
Kurt Culbertson, CEO Date

4/2/2018
Mark Feldman, CFO 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;
- 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 scope below is outlined in four main phases. While the following work plan is organized in a linear manner, many of the tasks may proceed in a parallel or concurrent fashion. Community engagement occurs throughout the project. The work plan identifies interim deliverables, roles and responsibilities. Specific deliverables and deadlines will be confirmed as part of the Strategic Kick-off Meeting and ongoing project management updates to avoid duplication of efforts and confirm content direction and format of deliverables. Assumptions and roles and responsibilities are outlined following the scope of work.

- PHASE I: COMMUNITY ALIGNMENT
- PHASE II: INVENTORY AND ANALYSIS
- PHASE III: IDEA GENERATION AND CREATING A SHARED VISION
- PHASE IV: PLAN PRODUCTION AND ADOPTION

PHASE I: COMMUNITY ALIGNMENT

The Community Alignment phase centers around meetings with key stakeholders to launch the project and connect with stakeholders throughout the process to ensure the Master Plan represents residents' needs. Creating a shared vision requires ensuring broad community representation in the input collected and helping the community explore opportunities for their future. Focus Group meetings, community workshops, online surveys and other facilitation tools will be leveraged to maximize the opportunity for meaningful input to develop recommendations that reflect community values and needs. Some of the steps, such as Focus Group Meetings, may occur early in the process to give direction to planning efforts, while others, such as community workshops will occur throughout the project.

TASK 1.1: PROJECT INITIATION
Strategic Kick-off Meeting

Consultant anticipates a half-day meeting with City staff (the Project Team) and the Parks, Recreation and Community Services Commission (PRC Commission) to launch the project and discuss project details. The PRC Commission will be a facilitated work session to discuss project goals, desired outcomes and identify additional stakeholder groups. Consultant finds that starting the process with these key advisors introduced to the project team and process greatly aids in the project development.

Specific Tasks

- Develop goals, expectations and critical success factors
- Define roles and responsibilities
- Discuss benchmarks and project metrics
- Identify available information and data gaps
- Identify key stakeholders and roles and responsibilities
- Discuss draft public engagement plan
- Finalize project schedule
- Identify Advisory Committee

TASK 1.2: PUBLIC ENGAGEMENT STRATEGY

A Public Engagement Plan will be written at the beginning of the project to organize Consultant's effort and help clarify how community members will be able to provide input and participate in the development of the Master Plan. The plan will describe the overall outreach strategy, event types, outreach methods and facilitation tools.

Consultant will work with the City, including public information staff, to craft the engagement plan, identify stakeholders and responsibilities for promoting workshop events. The final outreach methods and engagement tools used may change depending on the guiding principles established at the project kick-off. The plan will leverage other city staff's knowledge of stakeholders and reflect past successes from other planning processes such as the College Park project.

It is anticipated that the City will create a project landing page within their existing City website to provide project information, notifications, etc. Consultant will provide the City with digital files of workshop information and review drafts for the City to upload to their website. The City may also develop a contact list through visitors to the website.

Specific Tasks

- Define roles and responsibilities
- Identify stakeholders and decision makers and level of input desired
- Identify event types (interviews, focus groups, park audits, public workshops, on-line surveys and community events)
- Finalize schedule

TASK 1.3: FOCUS GROUP MEETINGS

Focus Group meetings provide the opportunity for in-depth discussion and discovery with a select group of experts and constituents on various topics. These meetings will help assess partnership opportunities, including nonprofit partnerships. The setting created by focus groups allows the opportunity for specific topical input in an environment where the consultants can listen and respond, unlike a large open house setting. Consultant will facilitate these meetings to gain an understanding of the concerns, opportunities, values and needs. Input will be gained through facilitated discussions, map exercises and keypad polling (for groups larger than 20 people). The City will help identify and invite stakeholders with invitations provided by Consultant.

Consultant anticipates grouping the interviews to document perspectives of key stakeholders as follows into six meetings:

- *Natural and Agricultural Resources*: This meeting will gather those stakeholders with experience and ideas related to conserving natural resources, maintaining working agricultural lands and outdoor programs/education opportunities.
- *Program Providers Meetings*: This meeting includes the City recreation providers as well as non-profit partners and for-profit service providers. Discussion topics include available facilities, partnerships, underserved markets and service gaps, opportunities and deficiencies and serving a diverse community.

- *The Role of Parks in Our Community*: This meeting will focus invitations on those businesses that are directly or indirectly affected by the plan recommendations or those that will bring the vision to fruition in the private market. This meeting will leverage the business and institutional community that exists in Oxnard.
- *Serving a Diverse Community Meeting*: This meeting will engage public health providers, senior services and community outreach agencies and non-profit groups. Discussion of recreation trends, underserved marks and service gaps, perceived barriers to participation, minority group's park needs, and outreach opportunities.
- *Schools and Youth*: The importance of school partnership to provide parks and recreation will be emphasized in this meeting gathering school representatives from five school districts with sites in Oxnard. The dialogue will discuss potential collaboration and joint-use opportunities.
- *Special Interest Groups/Clubs*: This meeting will gather special interest group representatives including Friends of the Park/Campus Park, non-profits, sports clubs, and local urban agricultural groups.

DELIVERABLES

- Draft meeting invitation list and invitation message
- Schedule of meetings and agendas
- Facilitation exercises and key questions
- Six meetings facilitated within a two-day period
- Summary of meeting findings memorandum
- Summary of partnership opportunities

TASK 1.4: EXTERNAL PROJECT MEETINGS

In addition to the kick-off meeting and Focus Group meetings, Consultant will facilitate the following meetings will be held throughout the process to gather input and feedback from stakeholders and decision makers.

Advisory Committee Meetings: The project Advisory Committee (AC) will be instrumental in providing guidance to the project and reviewing content for improvement prior to releasing the Master Plan to a larger audience. It includes people who implement the plan and provide support in formulating solutions. Consultant will coordinate with the City on member selection to form the AC that are representative of the greater community and can share unique perspectives. Consultant anticipates two (2) of the committee members to be PRC Commission members who will report back to the PRC Commission and provide project updates.

Consultant anticipates engaging with this group in person on up to five (5) occasions:

1. Project introduction, review of focus group conclusions and survey priorities;
2. Review of survey findings and State of the System Report;
3. Preparation/review of draft goals and objectives/prior to 2nd round of public workshops (30% phase);
4. Review of priorities (at 70% stage); and
5. Review of Admin Draft and inform of plan approval/next steps (95% stage).

Consultant will attend and provide project updates at up to two (2) additional external meetings.

Consultant will attend and provide project updates at up to two (2) additional external meetings. These could be either PRC meetings, City Council meetings or a joint special session of PRC, Planning Commission, City Council and the Inter-Neighborhood Council Organization.

Consultant will meet with other partners/interested agencies, as available and coordinated with other project meetings. For example, additional one-on-one meetings or small group meetings may occur after the Focus Group meetings and after the public workshops. The purpose of the meetings will be to identify potential partnerships and opportunities and identify common issues that can be addressed through the process. The County of Ventura and the City of Port Hueneme and other organizations will be engaged as part of these meetings.

Consultant will leverage staff, Advisory Committee members and the PRC Commission to provide updates at additional PRC meetings, Inter-Neighborhood Council meetings, Planning Commission, and City Council meetings. Consultant will provide City staff with meeting materials generated as part of the project process for their use.

DELIVERABLES

- Five (5) facilitated Advisory Committee meetings and preparation of meeting content
- Two (2) additional meetings with groups to be determined (e.g., PRC Commission, Planning Commission, City Council)
- Up to six (6) individual stakeholder/partner agency meetings to be scheduled in coordination with other outreach meetings
- Notes from above meetings

TASK 1.5: STATISTICALLY VALID SURVEY MAILED TO 1,800 HOUSEHOLDS

The Master Plan will best meet the needs of the community with the use patterns, values and vision of a broad representation of its members understood. Gaining this representational input requires targeting input from citizens that typically do not participate in planning processes or who may not currently be the primary user group of parks and recreation facilities. A draft of the survey will be prepared and presented to the Project Team prior to distribution.

The Consultant recommends a mailed survey (Spanish and English versions) to a random selection of 1,800 households as survey recipients.

Consultant expects to receive between 180 and 450 completed surveys, a 10% to 25% response rate. The 95% confidence interval ("margin of error") around results would range from ±7.3% to ±4.6%, depending on the total number of completed surveys.

The 1,800 selected households would be contacted three times: first with a pre-notification postcard informing them that their household has been selected to receive the survey and to keep an eye out for it; a survey packet mailed about a week later with a cover letter providing information about the survey and project and a postage-paid reply envelope; and finally, another week later a second survey packet in which the cover letter explains that those who have already responded should not do so again. Consultant typically obtains about 30% of our total responses from this reminder packet, helping to boost the overall response rate. All survey materials will be developed in both Spanish and English.

Consultant will also host the survey online with an open invitation for anyone to complete it. The online survey will have different URLs so Consultant can track the invitation source if the survey recipients are provided with the option of completing the survey online. Consultant suggests a survey link from the City's website, publicized through a variety of means, including social media, email blasts, editorial or news story in local newspapers, flyers posted at City's recreation centers and other key locations as well as signs along parks and along trails. Consultant will examine the results from all the sources, and report results for each group, as well as determine whether responses can be combined into a single dataset that is representative of the community using statistical adjustment such as propensity score weighting if appropriate.

DELIVERABLES

- Memo outlining survey administration methodology
- Final questionnaire and other survey materials
- Mailed survey (Spanish and English) and follow-up letter
- Online survey (Spanish and English)
- Electronic data entry
- Data analysis and report

TASK 1.6: COMMUNITY WORKSHOPS & EVENTS (TWO ROUNDS IN TWO LOCATIONS)

The Consultant will host two (2) rounds of community workshops in two (2) different locations throughout the project. Meetings are to be held on consecutive evenings with other outreach opportunities conducted during the day. A draft of meeting materials will be prepared and presented to the Project Team and Advisory Committee prior to the events.

Additional outreach to neighborhood groups and the special interest groups will be made possible through "meeting-in-a-box" content to gain input from those less likely to participate in a large public meeting format or online forum. The meeting content will be shared with stakeholders and focus group attendees for them to distribute through their networks. For each round of workshops, feedback tables will also be set up in up to three parks or schools to gather more input. City staff and city volunteers may be leveraged to expand the outreach efforts. Coordinating the "tabling" efforts with other community events will create an opportunity for the Consultant to hear from a broad range of residents. It is anticipated that the City will provide translators will at all outreach events.

Consultant will draw from a variety of successful outreach tools at public events, including the use of "keypad polling" (interactive audience response systems), visual preference surveys, small breakout groups, and a variety of mapping exercises.

Keypad polling will solicit direct feedback from meeting attendees. It provides immediate responses and clearly captures the viewpoint of the majority of attendees and displays the results in real time. The use of handheld devices, often called "keypads" or "clickers" allows each participant to register their response to multiple choice questions in real time. The results are displayed instantly in the form of a bar graph. In situations where small vocal groups may otherwise dominate a meeting, keypad polling creates a platform for the majority to be heard and communicate their values.

Consultant will provide a web-based survey of the same questions posed during the workshop be made available following the public meeting to gain feedback from people that do not attend the public meeting. Questions will include, but not be limited to the importance/influence of city parks, trails and recreation activities on daily residential life and the level of tourism into the area.

Outreach Notifications
Consultant will develop printed outreach notifications and provide to the City for distribution to alert the public regarding opportunities to participate. Paid advertisements are not anticipated in Consultant's scope. The City is anticipated to share notification information with print media sources and list Consultant as the point of contact. The City and focus group stakeholders will use their established email contact lists to distribute email notifications regarding the community workshops and other outreach events.

Meeting Logistics
It is anticipated the City will identify and secure meeting room locations and help with set up. Rental fees are not anticipated as part of the scope of work.

Contact List
Consultant will maintain a contact list of interested persons and organizations as the project progresses. It is anticipated that the City will help develop and grow the contact list through their established website and social media platforms.

Meetings in a Box
Consultant will package the workshop materials as a "Meeting in a Box" and distribute to 10 established community groups to help increase our outreach efforts to Oxnard's diverse citizenry. Consultant has found success in other communities by engaging groups already embedded in the community with well-established points of contact and regular meetings with residents. The El Concilio Family Services, Boys and Girls Club, Big Brothers Big Sisters, local churches, sports clubs and other organizations could be involved as stakeholders to help engage with a broad spectrum of the community.

Consultant will work with City staff to determine organizations or groups of individuals to also assist with this outreach. Consultant will connect with these community partners to distribute meeting advertisements (door-to-door invitations, handouts, phone calls etc.) and distribute surveys. Our past projects have involved public health organizations, college groups, charity groups or community organizers.

Purpose of Community Workshops

Community Workshop Round 1: Understand public values and understand park access and distribution challenges. Identify park and recreation needs and wants.

Community Workshop Round 2: Review initial plan proposals and identify trade-offs and priorities for investment. Gaining input on priorities will inform the refinement of action strategies and timelines for implementation.

DELIVERABLES

- Meeting print materials
- Meeting presentations and activity exercises
- Social media content and updates
- Online survey
- Website content
- Report summarizing the results of the community input
- Meeting-in-a-box materials for 10 meetings

TASK 1.7: PROJECT MANAGEMENT AND PROJECT COORDINATION MEETINGS

Every phase shall involve project management from Consultant's Project Manager. Consultant strives to ensure quality through clear communication and dialogue with our clients and amongst our team. Up to 10 project meetings will be held. Meetings will be scheduled around other project efforts to leverage staff time and maximize the project's budget. Weekly coordination calls (anticipated to be approximately 30 minutes each) will occur between Consultant's and City's Project Manager.

DELIVERABLES

- In person meetings (8 meetings anticipated)
- Weekly conference calls

PHASE II: INVENTORY AND ANALYSIS

The Inventory and Analysis phase requires collection and evaluation of available data, inventory and assessment of facilities and programs, benchmarking, and GIS mapping and analysis to summarize the state of the current parks and recreation system.

TASK 2.1: PARKS AND OPEN SPACE INVENTORY AND EVALUATION OF PAST PLANS

To gain a thorough understanding of the opportunities and challenges of Oxnard's parks and open spaces, a wide range of information needs to be understood and placed in context of the goals and objectives.

Consultant anticipates reviewing the relevant plans, policies and regulations identified in the RFP along with additional operational, user counts, staffing, events and programming information. This information will be helpful for Consultant to evaluate in developing acquisitions, capital improvement and management/maintenance recommendations.
Parks and open space facilities and uses inventory information and mapping will also be important for the Consultant to review and work with City staff to understand to update needs. Consultant will use the existing parks, trails, recreation facilities and open space GIS data provided by the City and from surrounding communities, recreation providers and Ventura County.

Consultant will create base maps and conduct inventory assessment based on GIS information provided by the City of Oxnard. It is anticipated that the City will provide a complete listing and GIS points of all the parks to be utilized in the analysis. If this information is incomplete, Consultant will work with staff to identify the additional information collection needs and determine if the amount of work exceeds the time initially budgeted in this proposal. The need for additional spatial and legal review of property data will be identified once GIS data availability is assessed. Once the inventory step is complete the consultant will utilize this information in future analysis, documentation and exhibit creation tasks.

The following analysis maps will be created by Consultant utilizing GIS data as available:

- Parks, trails and open space inventory base mapping
- Vacant lands
- Agricultural lands and greenbelts
- Demographics and distribution of parks: The public and private parks data will be utilized to assess the relationship to residences, schools, density of population, residences with children, ethnicity, and income levels to discover gaps in park provision within walking distance
- Residents and proximity to recreation providers
- Recreation facilities and playgrounds
- Recreation trails and bicycle-routes
- Other recreation providers, including schools, public agencies, recreation districts and private entities
- Park and sports related aspects of school facilities within Oxnard, including Oxnard Elementary School District, Oxnard Union High School District, Hueneme School District, Ocean View School District and Rio School District
- Relationship of planned future development and growth areas to existing and planned parks, open space and recreation amenities
- Composite of natural resource amenities including: rivers, streams, flood plains, stormwater management properties, wetlands, waterbodies, agricultural lands, wildlife habitat and corridors, significant landform sand vegetation land cover

Site visits will be made to evaluate the City's parks and open space areas. The Consultant will visually assess the current conditions and quality of facilities and identify physical constraints and opportunities that should be incorporated into the Master Plan process. The Consultant will consider opportunity sites for community gardens, urban forests, and areas to convert to naturalized landscaping as part of the City's grant from Cal Fire. Two (2) days of site visits are anticipated.

DELIVERABLES

- Two-day assessments and staff interviews
- Assessment findings summary (with site images and narrative to communicate findings)
- Base maps to be utilized for site analysis and public engagement activities (PDF format for printing)

TASK 2.2: RECREATION PROGRAM ASSESSMENT

Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the Department aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consultant will provide insight into recreation program trends from agencies around the country. The process includes analysis of:

- Existing public recreation programming, including sports, community agriculture and gardening and other alternative recreation
- Age segment distribution
- Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- User fee analysis for facilities and programs/services
- School district facilities and how they can support City programming
- Partnership opportunities

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

TASK 2.3: BENCHMARKING, TRENDS AND DEMOGRAPHIC RESEARCH

Based on the GIS inventory completion, the General Plan park standards and goals can be compared to the actual provision of parks, trails, amenities and services for the population and future population projections. Service locations for different classifications of parks will be related to the population and evaluated for geographic gaps in service.

Consultant will examine the recommendations for changes to the parks classifications considering size, population served and amenity types/services. These are based on regional, statewide or nationally accepted parks and recreation standards, comparison with peer/survey agencies and adapted based on the needs and expectations of the urbanizing areas of the community. City inventory data of amenities (playgrounds, ball fields, trails, natural areas, special facilities, etc.) will be utilized to assess the current capacity of City facilities.

Benchmarking – Consultant will confirm with City staff the selection of up to three (3) comparable communities of similar characteristics that will provide useful benchmarks. While understanding how Oxnard's community compares to others is useful in providing context, Consultant understands this information must also consider the community values and priorities. For example, some communities demonstrate higher demand for baseball fields than national standards, while other communities show higher demand for mountain biking trails. Measuring comparable community benchmarks for those elements that Oxnard's community values can be more useful than applying nationally accepted standards for aspects that do not necessarily reflect the values, location or general demographics of Oxnard's community. Common metrics include park and facility inventories, budgets, fees, staffing and policies. Standards, fees, and funding sources vary throughout California communities. Consultant will identify points of comparison for similar communities that might indicate to Oxnard some approaches that have received support in the region. Data sources that will be consulted for benchmark comparisons include the National Park and Recreation Association (NRPA) Park Metrics and the Trust for Public Land (TPL) Annual Parks report.

Demographic Research – Consultant will utilize the City of Oxnard's and Southern California Association of Governments' (SCAG) population projections, as well as 2010 baseline census data, and will supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. For comparison purposes, data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups
- To determine changes occurring in the community and the region, and assist in making proactive decisions to accommodate those shifts
- Provide the basis for Equity Mapping and Service Area Analysis

The demographic analysis will be based on US 2010 Census information, 2015 updated projections and 5 (2020), 10 (2025), and 20+ year projections. The following demographic characteristics will be included:

- Population density
- Age Distribution
- Households
- Gender
- Ethnicity
- Household Income

Recreation Trends Analysis - As part of the assessment, the Consultant will include an overview of the major demographic elements that will impact Oxnard's recreation system, as well as social and economic benefits of parks, recreation facilities, recreation programs, trails and open space. From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consultant utilizes the Sports & Fitness Industry Association's (SFIA) 2015 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

TASK 2.4: EXISTING PARK SERVICE ANALYSIS

Assessing the current offerings of the parks and recreation system will include understanding the geographic distribution of parks and their service along with the amount of park land and their amenities.

- ***Park Classifications and Level of Service***: The Consultant will work with City Staff to review and confirm, modify or add to existing facility and park classifications, and preferred level of service standards for all park sites, trails, open space amenities and indoor and outdoor facilities. These classifications will consider size, population served and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consultant's experience and comparison with peer/survey agencies, adapted based on the needs and expectations of the community.

- ***Geographic Service Gaps***: Spatial distribution of service areas will be conducted based on travel routes and travel barriers to determine accessibility to parks. This service area analysis will be utilized to identify gaps in the locations of existing and planned parks to serve the population. Disparities in service based on demographic groups will also be evaluated. The targeted metric of Â½ mile distance to the closest park will be used.
- ***Evaluation of Health Impact***: The existing park system, its connectivity, barriers and relationship with other land uses will be assessed in relationship to its potential positive and negative health effects across three domains: traffic safety, interaction with health promoting/detracting services, and encouragement of physical activity and active travel. Traffic safety will be addressed through a hot-spot analysis of pedestrian and cyclist injuries and fatalities. Proximity and connections between parks, health promoting, and health detracting land uses will be analyzed to understand interactions with neighboring land uses.
- ***Park Acreage Balance***: Existing park acreage by classification type will be compared to the existing population and service area demographics to draw comparisons to other benchmark city parks acreage provision. Oxnard population growth projections and planned parks will then be used to understand future level of service.
- ***Park Amenities Evaluation***: The inventory data of existing amenities (playgrounds, ball fields, trails, natural areas, special facilities, etc.) will be utilized to assess the current capacity of the system. Recreation services and programs will also undergo level of service scrutiny to understand current capacity. Analysis mapping of the spatial distribution of playgrounds or other amenities will be completed if available in GIS mapping.

TASK 2.5: SUITABILITY AND OPPORTUNITY MAPPING

Natural areas and environmental resources that have been conserved are valued assets to the community. The future of natural areas and conservation will require evaluation of the landscape and resources and how they might contribute to the overall network. Consideration will be given to understanding how the parks plan can contribute to community health, social equity, green infrastructure and stormwater management, and habitat protection and urban wildlife.

A set of overlay maps will be created to identify lands, including vacant lands, which have suitable land characteristic or locational advantages to serve as parks, natural areas or trail corridors. Consultant will identify data collection needs and possible resources based on knowledge of natural resources and land characteristic GIS data availability. These mapping resources will be used to create a series of analysis maps that will inform the decision-making and identification of high- priority land parcels for preservation or park development. Such analysis will include:

- Vacant lands
- Potential linkages and connections to existing open space and trails as coordinated with the current Bicycle & Pedestrian Facilities Master Plan
- Size of potential preservation parcels and land ownership
- Visual quality of lands for scenic and iconic landscape features
- Wildlife resources, natural areas and critical habitat
- Growth trends and community separators
- Public access lands
- Health impacts and disparities
- Green infrastructure and stormwater management
- Agricultural lands
- Historical aspects of park facilities

Opportunities sites for park improvements such as neighborhood parks, pocket parks, parklets, community gardens, community agriculture spaces, butterfly/habitat/native gardens and open space will be identified. A summary of potential policy changes necessary to facilitate such partnerships and improvements (including water and zoning policies) will be prepared.

DELIVERABLES

- Maps to be utilized in public engagement activities
- Digital format map products
- List of opportunity sites

TASK 2.6: STATE OF THE SYSTEM REPORT

The park and recreation inventory and assessment along with the focus groups, public meeting, and online public input will be summarized into a report of opportunities and challenges. It is anticipated that this documentation will become part of the Master Plan document appendix.

DELIVERABLES

- Draft report in pdf format
- Resource and Analysis maps (formatted for Master Plan document and presentations, PDF format)
- Baseline Assessment
- Design and Maintenance Standards

PHASE III: IDEA GENERATION AND PRIORITIZATION

The primary content elements of the Master Plan are developed, iterated and confirmed through the process of idea generation and prioritization. This phase allows the Consultant to test ideas with the City and get additional feedback from the community prior to the production of the plan itself.

TASK 3.1: DRAFT PARKS AND RECREATION CONCEPT PLAN DEVELOPMENT (30% Complete)

Based on the previously completed work, the data collected and evaluated in Phases I and II, the Consultant will outline the plan concepts and draft recommendations for the Parks and Recreation Master Plan. These ideas represent a 30% completion level of the Master Plan and will be evaluated in the second round of Community Workshops and online survey to better understand how these concepts might best meet community member's existing and future park needs. Consultant will test these ideas and concepts with the Project Team and Advisory Committee before presenting a draft to the public.

The draft concept plan will include:

- Park expansion focus areas and land acquisition criteria
  - Including locations that can become pocket parks, parklets, neighborhood parks, community gardens, community agricultural spaces, butterfly/habitat/native gardens or open space
- Capital improvement needs
- Potential park amenity needs
- Recreational programming
- Shared programming and educational opportunities
- Indoor recreation opportunities and partners
- Identification of sustainability goals and strategies
- Green infrastructure
- Trail connection needs
- Parks policies and standards revisions options
- Inclusive play and adaptive recreation improvements
- Park connectivity and accessibility improvements
- Habitat protection and enhancement
- Sustainable operations improvements
- Park design recommendations and standards based on park classification
- Multi-generational and all age focus
- Unique populations' needs, including farmworker and Mixteco
- Open space opportunities
- Event accommodation planning
- Best practices and benchmarks from leading cities
- Performance measures
- Maintenance guidelines for parks and park facilities, including updating the City's tree ordinance
- Financing needs, options and alternatives

TASK 3.2: PRIORITIZATION AND PRELIMINARY CAPITAL IMPROVEMENT PROJECT (CIP) PLAN

The Consulting will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility assessment, recreation services assessment and the service area mapping into a quantified facility and program priority ranking. This priority listing will be compared against gaps or surplus in recreation services, parks, facilities and amenities. This will list and prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and provide guidance for the Capital Improvement Plan. The analysis will include probable future parks, recreation facilities and open spaces needs based on community input, projected impacts and benefits, as well as state and national user figures and trends. The Consultant will conduct a work session with staff, the Advisory Committee, Commission members and City Council members (as applicable) to review the findings and make revisions as necessary.

Consultant will work with City staff to develop high level conceptual cost estimates for a prioritized list of up to 25 near-term capital improvement projects. Costs will be developed using recent bidding and cost information provided by the City.

Methodology. As the City is aware, cost estimating at the master plan level can be inaccurate due to the limited amount of detail of material quantities and future material costs. Consultant proposes the following methodology:

- With City staff, evaluate previous City cost estimates for lessons learned
- With City staff, establish a level of program and quality for the prioritized list (i.e., our City needs two new neighborhood parks with the highest level of finish and programming)
- With City staff, establish what is included in estimate (i.e., soft costs like design fees included or just material costs). Specific renovation estimates (rather than estimates for new facilities) are dependent upon the nature of the work, and can take a lot more time to provide an estimate
- Establish benchmark costs (based on published construction information) and level of quality/finish using benchmark research for Southern California and National amenity types. The deliverable would be a cost per square foot (SF) or cost per acre with character images and general description of these benchmark projects
- With City staff, identify the measured area of improvement (i.e., 2-acre park, 100,000 SF recreation center, etc.) for the priority list
- Apply cost/measurement benchmark (i.e., $11/sf for low finish/low programmed park)
- Apply a contingency cost of 15 to 25%

DELIVERABLES

- Preliminary Park Capital Plans

PHASE IV: PLAN PRODUCTION AND APPROVALS

Information from Phases I, II and III will be synthesized and result in the creation of a Master Plan document that is graphically engaging, accessible by the community and lead to actionable steps for the City.

TASK 4.1: PARKS AND RECREATION MASTER PLAN ADMIN DRAFT

Following the second public workshop, the draft recommendations will be revised and expanded upon to create develop an Administrative Draft of the Parks and Recreation Master Plan document. Recommended policy revisions, a sustainability management plan and funding needs and opportunities will be outlined. Management and funding recommendations will be further explored and described in the document.

The funding component of the Master Plan will identify financing needs and options, summarize costs to implement the Master Plan (including operations and maintenance cost increases), address private and public funding opportunities and describe partnership opportunities.

A Sustainability Management Plan for park operations will be developed as a separate appendix to the document. A summary of the plan will be incorporated in the main document text. The Sustainability Management Plan will address the following:

- Existing sustainability efforts already in use and/or recently developed
- Sustainability improvement opportunities within existing parks
- Sustainability and low impact development improvements and standards to integrate in the development of new and existing park facilities, including the following:
  - Stormwater management best practices, integrated pest management, resource conservation and recycling, biological fertility management strategies, water conservation strategies, turf area minimization, unused turf transition to drought tolerant and native habitat areas, etc. in coordination with the City's Cal Fire grant
  - Areas where parks or corners of parks could be naturalized to reduce resource use and maintenance costs, while benefiting habitat and quality of life
  - Potential community garden space within "unused" or existing passive park space, considering local neighborhood demand and proximity
- Prioritization of existing parks where integrating sustainability and low-impact development efforts would be immediately feasible and outcome-rich, including the consideration of return on investment
- Public education site opportunities to describe sustainable practices

Document cycles in this task are anticipated as follows:

- 70%: Draft Master Plan in pdf format for review and input by the City Staff Project Management Team
- 95%: Admin Draft Master Plan in pdf format for review and input by the Advisory Committee, Commissions, City Council and the greater public

Consultant will prepare a comment Log tracking the incorporation of requested changes. It is anticipated that the City will provide a consolidated set of comments to Consultant with clear direction on the desired changes to be made.

The Admin draft will be presented by staff to the PRC Commission and made available to the public via the project website. Consultant recommends a public open house be hosted by the City to present the Admin Draft and collect final input prior to plan approval.

TASK 4.2: PARKS AND RECREATION MASTER PLAN FINAL PLAN AND APPROVALS

Based on feedback from staff, the Advisory Committee, the PRC Commission and the public, final changes will be made to the Admin Draft and the Final Plan will be presented to City Council for consideration and approval. It is anticipated that city staff will assist in the presentation and approval process.

DELIVERABLES

- One presentation to City Council requesting adoption of the Plan
- GIS layers and digital files for record and on-going database maintenance
- Final document in pdf format for printing

Conditions and Exclusions

To start, Consultant will need the City to provide the following information and/or documents:

- Available GIS layers
- Previous planning reports
- Available operating budget and revenue history
- Available Park Dedication Fee program/Quimby and Mitigation Fee Acts
- Available existing organizational structure(s)
- Available programming schedules, calendars, lists and any user counts
- Available existing revenue sources including general fund, Service Area assessments, past and present grants, and rental/reservation revenue
- Available current staffing information including outsourced contracts
- Available current maintenance and capital improvement program budgets/plans
- Available Maintenance Management Plans for each site
- Available engineer reports

Consultant assumes no responsibility for the accuracy of such information or for other professional services provided by the City. Consultant will not be liable for any errors or omissions therein. If the City requests that Consultant provide services to obtain or coordinate the compilation of this information Consultant will bill them as Additional Services.

Environmental documentation for the Parks and Recreation Master Plan is not included in this scope of services.

Assumptions

- The City will be responsible for securing facilities for public meetings and events, including any needed permits, audio-visual equipment, table/chair rentals, fees, and refreshments
- The City will be responsible for all Spanish translation of written materials and translation/interpretation support at meetings and workshops

- The City will be responsible for securing facilities for Focus Group meetings and for helping to identify and send invitations to stakeholders. (Consultant to provide content)
- City Communications staff person to aid in coordination and communication to City contact lists (if available). (Consultant to provide content)
- Public Workshops to be conducted on consecutive dates
- The City to coordinate with School Districts to allow for tabling events
- Consultant to provide a graphic template with font, color palette, table template, etc. to help maintain graphic consistency
- All comments for draft exhibits, reports, maps, memos and presentations should be collated and resolved by the City Project Manager and Project Team to produce one set of changes for the Consultant to update
- Consultant will provide two (2) printed copies and a high-resolution PDF of interim and final reports and the City will be responsible for printing additional copies
- Environmental review is not included in this scope of services
- Consultant will use InDesign to format and produce the Master Plan. A final PDF digital file and a packaged working file will be provided to the City
- <u>External Meetings</u>
  - City staff to provide project updates at Parks, Recreation and Community Service Commission meetings
  - Parks, Recreation and Community Service Commissioners and/or City staff to provide project updates and gather feedback at the Inter-Neighborhood Council Organization meetings
  - City staff to provide project updates as needed at Planning Commission and City Council meetings
  - Consultant to present at two (2) external meetings as identified by the City. Other meetings and presentations are anticipated to be by City staff
- Consultant will rely on work performed by others as referenced by the RFP; or staff expertise. Those resources include the following:
  - Approved demographic data and population projections for the City at 5-year intervals through 2041 (approved demographic data or data source like Southern California Association of Governments to be provided by the City)
  - Previous planning documents
  - Oxnard's five school district's Projections on Future Student Populations by age
  - Parks, Recreation, and Community Services Commission Priorities and Goals
  - Recreation Programs Registration Data
  - Recreation Facilities Rental Data
  - Special Events Data
  - Joint Use Agreements

OPTIONAL TASKS

GIS MAP DATA CREATION

City and other agency GIS data will be reviewed within Phases I and II to determine the accuracy, level of detail contained, and if updates to the information are required for the project expectations to be met. Consultant will work with City staff to determine the amount of effort that is reasonable to fill any information gaps and the City's preference for consultant vs. City staff or other resources to complete an inventory, mapping, database entry or other revisions to the GIS data.

ADDITIONAL EXTERNAL MEETINGS

In the event additional external meetings are desired, Consultant will work with City staff to determine the number of meetings and level of effort to participate and/or facilitate additional meetings. (Approximately $2,800 each)

ADDITIONAL ROUNDS OF PUBLIC WORKSHOPS

In the event an additional round of facilitated public workshops and coordinated outreach efforts external meetings are desired, Consultant will work with City staff to determine the level of effort to facilitate the meetings. (Approximately $35,000)

EXHIBIT B

SCHEDULE OF SERVICES

Task	Start Date to End Date
Phase I: Community Alignment *Doesn't include schedule for Task 1.7 Project Management which will occur throughout the project	04/15/2018 to 09/30/2018
Phase II: Inventory and Analysis	04/15/2018 to 10/15/2018
Phase III: Idea Generation and Prioritization	10/15/2018 to 04/15/2019
Phase IV: Plan Production and Approvals	04/15/2019 to 07/01/2019

		Mode				
1			OXNARD PARKS AND RECREATION MASTER PLAN	269 days	Tue 4/17/18	Tue 5/21/19
2			PHASE I: COMMUNITY ALIGNMENT	278 days	Tue 4/17/18	Tue 6/4/19
3			Task 1.1: Project Initiation	7 days	Tue 4/17/18	Wed 4/25/18
4			City Council Meeting for Notice to Proceed	0 days	Tue 4/17/18	Tue 4/17/18
5			Kick off meeting (conference call)	0 days	Thu 4/19/18	Thu 4/19/18
6			Site visits	2 days	Tue 4/24/18	Wed 4/25/18
7			Staff interviews	2 days	Tue 4/24/18	Wed 4/25/18
8			Parks Commission Meeting (1)	1 day	Wed 4/25/18	Wed 4/25/18
9			Task 1.2: Public Engagement Strategy	21 days	Tue 4/17/18	Tue 5/15/18
10			Develop Public Engagement Plan, Develop Advisory Committee	20 days	Tue 4/17/18	Mon 5/14/18
11			Advisory Committee Meeting (1)	1 day	Tue 5/15/18	Tue 5/15/18
12			Task 1.3: Focus Group Meetings	12 days	Wed 5/16/18	Fri 6/1/18
13			Meeting Organization/Invitations	10 days	Wed 5/16/18	Wed 5/30/18
14			Focus Group Meetings (2 days)	2 days	Thu 5/31/18	Fri 6/1/18
15			Task 1.4: External Project Meetings	230 days	Wed 5/16/18	Thu 4/25/19
16			Neighborhood Council Meetings (by P&R Commissioners)	230 days	Wed 5/16/18	Thu 4/25/19
17			Partner/Interested Agency Meetings (held as possible, in coordination with other meetings)	218 days	Mon 6/4/18	Thu 4/25/19
18			Task 1.5 Statistically Valid Survey	75 days	Mon 6/4/18	Wed 9/19/18
19			Survey development	15 days	Mon 6/4/18	Mon 6/25/18
20			Survey administration (print materials, mail pre-notification postcard, first wave, second wave, survey closed)	40 days	Tue 6/26/18	Tue 8/21/18
21			Survey summary	20 days	Wed 8/22/18	Wed 9/19/18
22			Task 1.7: Project Management	275 days	Fri 4/20/18	Tue 6/4/19
23			Progress Meetings	275 days	Fri 4/20/18	Tue 6/4/19
24			PHASE 2: INVENTORY AND ANALYSIS	121 days	Tue 4/17/18	Tue 10/9/18
25			Task 2.1 Inventory and Past Plans Evaluation	53 days	Tue 4/17/18	Mon 7/2/18
26			Document Review	40 days	Tue 4/17/18	Tue 6/12/18
27			Mapping	40 days	Tue 4/17/18	Tue 6/12/18
28			Summary memo	13 days	Wed 6/13/18	Mon 7/2/18
29			Task 2.2: Recreation Program Inventory & Assessment	43 days	Fri 4/20/18	Thu 6/21/18
30			Inventory with summary memo with opportunities and challenges	43 days	Fri 4/20/18	Thu 6/21/18
31			Task 2.3: Benchmarking, Trends and Demographics	47 days	Mon 6/4/18	Thu 8/9/18
32			Metrics development and benchmarks	30 days	Mon 6/4/18	Tue 7/17/18
33			Demographic summary	30 days	Mon 6/4/18	Tue 7/17/18
34			Recreation trends analysis	30 days	Mon 6/4/18	Tue 7/17/18
35			Round 1: 2 locations with pop-up workshops and tabling exercises during the day	2 days	Wed 7/11/18	Thu 7/12/18
36			Round 1: follow-up survey/open participation survey/meetings in a box	20 days	Fri 7/13/18	Thu 8/9/18
37			Task 2.4: Existing Park Service Analysis	40 days	Fri 7/13/18	Fri 9/7/18
38			Park classifications and level of service	40 days	Fri 7/13/18	Fri 9/7/18
39			Mapping of geographic services and park distribution	40 days	Fri 7/13/18	Fri 9/7/18
40			Evaluation of health impact	40 days	Fri 7/13/18	Fri 9/7/18
41			Park acreage balance/population comparison	40 days	Fri 7/13/18	Fri 9/7/18
42			Park maintenance and rehabilitation program	40 days	Fri 7/13/18	Fri 9/7/18
43			Task 2.5: Suitability and Opportunity Mapping	40 days	Fri 7/13/18	Fri 9/7/18
44			Overlay mapping and analysis	40 days	Fri 7/13/18	Fri 9/7/18
45			Identify opportunity sites and develop map atlas (ID trail connections)	40 days	Fri 7/13/18	Fri 9/7/18
46			Task 2.6: State of the System Report	21 days	Mon 9/10/18	Tue 10/9/18
47			Develop report	20 days	Mon 9/10/18	Fri 10/5/18
48			Develop document template, mock-up and style sheet	5 days	Mon 9/10/18	Fri 9/14/18
49			Advisory Committee Meeting (2)	1 day	Tue 10/9/18	Tue 10/9/18

50	PHASE 3: IDEA GENERATION AND PRIORITIZATION	99 days	Tue 10/9/18	Tue 3/12/19
51	Task 3.1: Draft Parks and Recreatin Concept Plan Development (30% Plan)	50 days	Tue 10/9/18	Thu 12/20/18
52	Develop draft goals and objectives (30% plan development)	20 days	Tue 10/9/18	Mon 11/5/18
53	Develop summary narrative	10 days	Tue 11/6/18	Tue 11/20/18
54	Develop supporting graphics	10 days	Tue 11/6/18	Tue 11/20/18
55	Gather imagery	10 days	Tue 11/6/18	Tue 11/20/18
56	Advisory Committee Meeting (3)	1 day	Wed 11/21/18	Wed 11/21/18
57	PRC Commission Meeting (2) (by Staff and AC PRC member)	1 day	Wed 11/28/18	Wed 11/28/18
58	Round 2: 2 locations with pop-up workshops and tabling exercises during the day	2 days	Wed 12/5/18	Thu 12/6/18
59	Round 2: follow-up surveys	10 days	Fri 12/7/18	Thu 12/20/18
60	Task 3.2: Prioritization and Preliminary Capital Improvement Project (CIP) Plan	49 days	Fri 12/21/18	Tue 3/12/19
61	Prioritization and cost estimate	10 days	Fri 12/21/18	Mon 1/14/19
62	Summarize park capital improvement recommendations	5 days	Tue 1/15/19	Tue 1/22/19
63	Develop supporting graphics	5 days	Tue 1/15/19	Tue 1/22/19
64	Draft document production (70%)	20 days	Wed 1/23/19	Wed 2/20/19
65	Advisory Committee Meeting (4)	1 day	Thu 2/21/19	Thu 2/21/19
66	PRC Commission Meeting (3) (by City staff and AC PRC member)	1 day	Wed 2/27/19	Wed 2/27/19
67	Planning Commission Meeting (1) (by City staff)	1 day	Thu 3/7/19	Thu 3/7/19
68	City Council Meeting (1) (by City staff)	1 day	Tue 3/12/19	Tue 3/12/19
69				
70	PHASE 4: PLAN PRODUCTION AND APPROVALS	50 days	Wed 3/13/19	Tue 5/21/19
71	Task 4.1: Parks and Recreation Master Plan: Recommendation Refinements and Master Plan Document Production	40 days	Wed 3/13/19	Tue 5/7/19
72	Draft document production (95%)	20 days	Wed 3/13/19	Tue 4/9/19
73	Advisory Committee Meeting (5)	1 day	Wed 4/10/19	Wed 4/10/19
74	PRC Commission Meeting (4) (by City staff and AC PRC member)	1 day	Wed 4/24/19	Wed 4/24/19
75	Planning Commission Meeting (2) (by City staff)	1 day	Thu 5/2/19	Thu 5/2/19
76	City Council Meeting (2) (by City staff)	1 day	Tue 5/7/19	Tue 5/7/19
77	Task 4.2: Parks and Recreation Master Plan Final Plan	10 days	Wed 5/8/19	Tue 5/21/19
78	Finalize Master Plan	5 days	Wed 5/8/19	Tue 5/14/19
79	Organize GIS layers and digital files for delivery	5 days	Wed 5/15/19	Tue 5/21/19
80	Produce and print Final Master Plan	5 days	Wed 5/15/19	Tue 5/21/19

EXHIBIT C

COMPENSATION RATES

COLORADO DESIGN WORKSHOP, INC	
Principal	$225/hr
Project Manager Principal	$150/hr
Project Landscape Architect	$130/hr
Project Assistant	$100/hr
Project Designer	$ 90/hr
Intern	$ 65/hr
ETM	
Principal	$270/hr
Senior Operations Staff	$115/hr
Operations Staff	$ 90/hr
Support Staff	$ 75/hr
KEARNS & WEST	
Vice President	$190/hr
Senior Associate	$150/hr
Associate	$130/hr
Project Coordinator	$ 95/hr
Graphic Designer	$ 95/hr
NRC	
Senior Research Associate/ Director of Research	$197/hr
Project Coordinator	$177/hr

Other Expenses Details:

In addition to our fees and services, we charge for project expenses incurred on your behalf. These typically include such items as travel, photography, telephone charges, video conferencing and reproduction. We will invoice these expenses at cost. Mileage reimbursement rate will be based on the IRS standard mileage rates for the use of a car (also vans, pickups or panel trucks.) The rate as of Jan. 1, 2018 is 54.5 cents per mile.

Reimbursement for direct expenses, including but not limited to, subconsultants, travel, subsistence, reproduction, supplies, delivery charges and special fees and charges, incurred in connection with the work, will be billed at cost.

EXHIBIT D

ESTIMATED COST SCHEDULE

Basic services:

Consultant will provide all of the services described in this proposal for a lump sum fee of $323,210 including reimbursable expenses.

The estimated fees are as follows:

Task No.	Subtask No.	Task Description	Anticipated Task Cost		
1		**Community Alignment** **Parks Effort** **Recreation Effort**	 **$77,535** **$77,535**		**$155,070**
	1.1	Project Initiation Parks Effort Recreation Effort	 $4,455 $4,455	$8,910	
	1.2	Public Engagement Strategy Parks Effort Recreation Effort	 $3,015 $3,015	$6,030	
	1.3	Focus Group Meetings Parks Effort Recreation Effort	 $10,270 $10,270	$20,540	
	1.4	External Project Meetings Parks Effort Recreation Effort	 $8,045 $8,045	$16,090	
	1.5	Statistically Valid Survey Parks Effort Recreation Effort	 $6,555 $6,555	$13,110	
	1.6	Community Workshops & Events Parks Effort Recreation Effort	 $33,480 $33,480	$66,960	
	1.7	Project Management Parks Effort Recreation Effort	 $11,715 $11,715	$23,430	

Task No.	Subtask No.	Task Description	Anticipated Task Cost		
2		**Inventory and Analysis** **Parks Effort** **Recreation Effort**	 **$33,145** **$23,885**		**$74,075**
	2.1	Parks Inventory & Evaluation of Past Plans Parks Effort Recreation Effort	 $15,470 $ 2,230	$17,700	
	2.2	Recreation Program Inventory and Assessment Parks Effort Recreation Effort	 $ 0 $14,310	$14,310	
	2.3	Benchmarking, Trends and Demographic Research Parks Effort Recreation Effort	 $6,700 $2,975	$9,675	
	2.4	Existing Park Service Analysis Parks Effort Recreation Effort	 $10,345 $ 0	$10,345	
	2.5	Suitability and Opportunity Mapping Parks Effort Recreation Effort	 $8,295 $ 0	$8,295	
	2.6	State of the System Report Parks Effort Recreation Effort	 $9,380 $4,370	$13,750	
3		**Idea Generation and Prioritization** **Parks Effort** **Recreation Effort**	 **$19,440** **$ 4,620**		**$24,060**
	3.1	Draft Parks and Recreation Concept Plan Development Parks Effort Recreation Effort	 $13,170 $ 4,620	$17,790	
	3.2	Prioritization and Prelim CIP Parks Effort Recreation Effort	 $6,270 $ 0	$6,270	
4		**Plan Production and Approvals** **Parks Effort** **Recreation Effort**	 **$35,145** **$ 6,510**		**$41,655**
	4.1	Admin Draft Master Plan Parks Effort Recreation Effort	 $24,155 $ 4,370	$28,525	
	4.2	Final Master Plan Parks Effort Recreation Effort	 $10,990 $ 2,140	$13,130	

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (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 by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY $ (Per person) BODILY INJURY $ (Per accident) PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

SAMPLE

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

CERTIFICATE HOLDER	CANCELLATION
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**	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

Rev. 3/18 INS-B.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits
In Addition to Limits

Deductible Self-Insured Retention (check which) of $, with an Aggregate of $________ applies to ___ coverage. Per Occurrence Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

Claims Made
Retroactive Date ___________
Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
GENERAL		
PRODUCTS/COMPLETED OPERATIONS		
PERSONAL & ADVERTISING INJURY		
FIRE DAMAGE		
___________		
___________		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ______
Address: ______
______
Telephone: ( ) ______

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
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 ______________________

Rev. 3/18 INS-B.doc

Agreement No. 8031-17-PW

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits
In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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 ____________

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	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 3

CITY OF OXNARD CALIFORNIA

DATE: May 22, 2018

TO: City Council
Successor Agency

THROUGH: Scott Whitney
Interim City Manager

S Whitney

FROM: Kymberly Horner
Economic Development Director

Kymberly Horner

SUBJECT: Disposition of Successor Agency Owned Property - 720 South B Street. (10/15/15)

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, (805) 385-7407

RECOMMENDATION:

That the City Council
1. Adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard approving, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and
2. Authorize the City Manager (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the City Attorney and City Special Counsel; and
3. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the City's obligations, responsibilities and duties thereunder; and
4. Authorize a budget appropriation in the amount of $75,000 for the purchase of 720 South B Street property from the Downtown Improvement Project Settlement Fund (DIPSF); or
5. Decline to submit a revised offer for 720 South B Street.

That the Successor Agency:
1. Adopt a Resolution entitled "A Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency, approving, and recommending to its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for

Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and
2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and
3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder. ; or
4. Direct staff to accept an offer from the December 1, 2017 process or to accept new offers from those that submitted on or before December 1, 2017.

BACKGROUND

The dissolution of redevelopment in California entails the inter-related involvement of the City, the Successor Agency, and the Oversight Board in an assortment of steps leading to the disposition of all assets previously held by the former Oxnard Community Development Commission (the "CDC"). Among those steps is the process by which real property interests of the former CDC are terminated and made available for ownership and reuse by entities other than the CDC.

In fulfilling its statutory obligations, the Successor Agency has formulated a Long Range Property Management Plan (LRPMP) to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the State Department of Finance (DOF) for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP.

Among the properties approved for disposition is an approximate 822 square foot building located at 720 South B Street (the "Property"). The Property is part of the Heritage Square Business Park within the former Downtown Redevelopment Project Area, and is commonly referred to as the Maulhardt Winery Building.

The redevelopment of Heritage Square dates back to 1991 and entails the assemblage of 14 buildings (from their original locations) possessing cultural and architectural significance that celebrate the heritage of Oxnard. The Heritage Square project was undertaken with the visionary purpose of preserving the past, creating a centerpiece by which showcase the value of redevelopment, and serving as a catalyst for further commercial and residential revitalization of Downtown.

From the outset, Heritage Square was envisioned as a public-private partnership. At its inception, eight of the fourteen structures that occupy the site were held by the former CDC, while the remaining six were held by private parties. The combined assets are managed under the Heritage Square Property Owners Association (“HSPOA”).

By design, Heritage Square has become a gathering place for the community and visitors. The entire site was laid out to attract residents and visitors as a destination venue; throughout each summer, the City sponsors a free family-oriented concert series to bring vitality to Downtown; and periodic community events are conducted on the premises in coordination with the HSPOA and the City.

The small gabled-roofed two story brick building Property is a unique property in that it is a replica of the original building. Similar to the original building, the upstairs ceiling and floor are completely lined with wood. The original building was used as a winery, where sacramental wine was stored for the Santa Clara Chapel.

In June 2017, the Successor Agency retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale. Specifically, the listing agent is required to find buyers by advertising the Property on the Multiple Listing Service ("MLS") and placing signage and advertising the Property where appropriate. Due to the uniqueness of the property, only estimates were provided regarding the value of the Property. The original Broker Opinion of Value (“BOV”) assigned to the property by Kosmont Companies in the LRPMP was approximately $70,000. The Property was placed on the market in May of 2017 in the amount of $300,000 to see what the market would bear. Two formal offers by interested buyers were submitted to Lee and Associates in the amounts of $100,000 and $150,000. The second proposed buyer offered proof of funds on hand, and demonstrated a pre-qualified loan from a financial institution. A late verbal offer came in at $25,000 from a local non-profit group, requesting 120 days to raise the funds. A deadline of December 1, 2017, was provided to interested buyers to provide Lee and Associates with all best and final offers. The same three proposed buyers came in with offers on the property with the highest offer being $185,000.

On December 19, 2017, the City Council held a Closed Session meeting to discuss the potential purchase of the Winery Building from the Successor Agency. Based upon direction from City Council and the Successor Agency, on January 23, 2018, the City of Oxnard and the Successor Agency approved an Agreement for the City to purchase the 720 South B Street building from the Successor Agency. The approval for the Agreement was by a vote of 3-2 which included:
Authorize a budget appropriation in the amount of $50,000 for the purchase of 720 South B Street property from General Fund, $25,000 for repairs to 720 South B Street property, and $1,122 ($187.00 per month) for 6 (six) months of Heritage Square Property Owners Association ("HSPOA") assessment for a total budget appropriation of $76,122 from General Fund.

In January the City Council expressed their desire to purchase the property primarily because it would be in keeping with the City's Economic Development Strategic Priority Goal of Downtown Revitalization. In addition, by having ownership of the building the City felt it will allow greater public control over how the asset is used in the future. Additionally, the City could aid in creating additional economic opportunities and tourism for Heritage Square.

On January 29, 2018, staff presented the City/Successor Agency Purchase and Sale Agreement to the Oversight Board. After careful consideration and deliberation, the Oversight Board, by a vote of 2-4, rejected the proposed sale.

Oversight Board member comments indicated that the $50,000 purchase price for 720 South B Street property to be too low considering the BOV, conducted in November 2015 as part of the LRPMP, stated that the estimated value of the property at that time to be $70,000. Oversight Board members commented that the purchase price for the property should be at least the estimated $70,000 value as stated in the LRPMP.

If the City desires to purchase the property, staff suggests that the City authorize the City Manager (or designee) to negotiate the purchase of property located at 720 South B Street for an amount <u>not to exceed</u> $125,000 for the purchase of the building and authorize the Executive (or designee) of the Successor Agency to negotiate the purchase and sale of property located at 720 South B Street for an amount not to exceed $125,000 for the disposition of the building. As a result of the approved prior purchase price ($50,000) and an associated budget appropriation, an additional $75,000 is needed increase the offer up to $125,000.

Approval of the sale of Successor Agency owned property requires approval by the Successor Agency, Oversight Board and the DOF. The DOF would then have approximately 100 days to review the request. It is important to mention that on September 22, 2015, the Redevelopment Dissolution Bill (SB107) was signed into law by Governor Brown. The bill updates and clarifies laws governing the dissolution of redevelopment agencies. A significant change made by the bill is the consolidation of Successor Agency Oversight Boards into a single Countywide Oversight Board, effective July 1, 2018. Nearly all actions of the Successor Agency as of July 1, 2018, will require approval of the Countywide Oversight Board, rather than the City's local Oversight Board. Due to the change to a Countywide Oversight Board, staff suggests selling the property to the highest bidder from the December 1, 2017 process.

Should the City choose not to purchase the building, Staff requests direction from the Successor Agency, as to 1) selling the building to the highest offer through the December 1, 2017 Best and Final Offer solicitation process, 2) allowing those bidders from December 1, 2017 to submit a new “final” offer, or 3) re-opening the sale to all potential bidders. If the Successor Agency choses to sell to a private party, the approval process requires other lengthy legal procedures. The approval process would then require Successor Agency approval, the newly formed Countywide Oversight Board approval (as of July 1, 2018) and DOF approval.

ENVIRONMENTAL IMPACT

There is no environmental impact in receiving this report.

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 2c. Capitalize on historic, cultural and natural resources.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.
Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

On January 23, 2018, Council authorized $76,122 of General Fund to the purchase and repairs of 720 South B Street property (Project 188101) including six month of HSPOA assessment. This action would add an additional $75,000 to the 720 South B. Street Project 188101 from Downtown Improvement Fund. The FY18 estimated unaudited undesignated fund balance for the Downtown Improvement Project Settlement Fund (DIPSF), Fund 481 as of April 2018, is approximately $5.30 million.

Beginning July 1, 2018, ongoing expenses would include a monthly assessment payment in the amount of $186.48 payable to the HSPOA, and an annual Property Based Assessment District (PBID) Payment in the amount $494.90 payable to Oxnard Downtown Improvement District (ODID), and on-going maintenance and management of the building. These costs are currently covered by the Successor Agency. If the City were to purchase the building the on-going costs would transfer to the general fund.

ATTACHMENTS:

Attachment #1 - Purchase & Sale Agreement

Attachment #2 - BA - Purchase of 720 So B Street Project 188101 from Downtown Improvement Fund 5.24.18

Attachment #3 - CC Resolution - 720 South B St

Attachment #4 - SA Resolution - 720 South B St.

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

AIR CRE

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: May 2, 2018

1. Buyer.

1.1 City of Oxnard , ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close ~~30 or~~ 15 days after the waiver or expiration of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by Fidelity National Title ("**Escrow Holder**") whose address is 950 Hampshire Road, Westlake Village, CA 91361 , Phone No. 805.338.7908 , Facsimile No. ___ upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) A two story free standing building of approximately 822 square feet is located in the County of Ventura , is commonly known as (street address, city, state, zip) 720 South B Street, Oxnard, CA 93030 and is legally described as: To be supplied in escrow by the Escrow Holder (APN: 202-0-144-220).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Fidelity National Title ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and TBD (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☐ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and TBD all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be ______________, payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed of trust ("**Existing Deed(s) of Trust**") securing the existing promissory note(s) ("**Existing Note(s)**"):~~

~~(I) An Existing Note ("**First Note**") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at ___ per month, including interest at the rate of ___ % per annum until paid (and/or the entire unpaid balance is due on ___.~~

~~(ii) An Existing Note ("**Second Note**") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at ___ per month, including interest at the rate of ___ % per annum until paid (and/or the entire unpaid balance is due on ___.~~

~~(d) Buyer shall give Seller a deed of trust ("**Purchase Money Deed of Trust**") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("**Purchase Money Note**") in the amount of:~~

Total Purchase Price:

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of -0-, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or ___ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☐ within 2 or ___ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of ___________. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of ___ to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of ___ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is ____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~**5. Financing Contingency.** *(Strike if not applicable)*~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least ___ % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("**New Loan**") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. **If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within ___ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.**~~

~~5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~**6. Seller Financing.** (Purchase Money Note). *(Strike if not applicable)*~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of ___ % per annum, with principal and interest paid as follows: ___ . The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) *Prepayment*. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) *Late Charge*. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) *Due On Sale*. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to~~

~~satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("**Brokers**") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

☐ ___ represents Seller exclusively ("**Seller's Broker**");

☐ ___ represents Buyer exclusively ("**Buyer's Broker**"); or

☑ Lee & Associates-LA North/Ventura, Inc. represents both Seller and Buyer ("**Dual Agency**").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT**. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 ~~or~~ ___ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has 10 ~~or~~ ___ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has 30 ~~or~~ ___ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has 30 ~~or~~ ___ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals*. Buyer has ~~30 or~~ 90 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 ~~or~~ ___ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has 30 ~~or~~ ___ days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 ~~or~~ ___ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 ~~or~~ ___ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 ~~or~~ ___ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 ~~or~~ ___ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 ~~or~~ ___ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 ~~or~~ ___ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 ~~or~~ ___ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 ~~or~~ ___ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 ~~or~~ ___ days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies**."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.
At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.
The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.
If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.
17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.
18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.
19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

Sept 30, 2018 KH

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Oxnard, CA on the date of ~~June 30, 2018~~, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties). THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $500.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials ____________ Seller's Initials ____________

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**COMMERCIAL RULES**"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

____________________ Buyer's Initials

____________________ Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect**. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law**. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence**. Time is of the essence of this Agreement.

23.4 **Counterparts**. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict**. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **<u>Seller and Buyer must initial any and all handwritten provisions</u>**.

23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days**. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent*. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent*. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the

Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) *Further Disclosures*. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information*. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 30. (If there are no additional provisions write "NONE".)

Attached is a Seller's Mandatory Disclosure Statement and Property Information Sheet.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: ____________________, 2018

BROKER

Lee & Associates LA North/Ventura, Inc.

Attn: Bruce Milton
Title: Associate

Address: 1000 Town Center Drive, Suite 310, Oxnard, CA 93036
Phone: 805.626.1200
Fax: 805.413.7000
Email: bmilton@lee-re.com
Federal ID No.: 01191898
Broker/Agent BRE License #: 01945652

BUYER

City of Oxnard

By: ____________________
Name Printed: ___
Title: ___
Phone: ___
Fax: ___
Email: ___

By: ____________________
Name Printed: ___
Title: ___
Phone: ___
Fax: ___
Email: ___

Address: 214 South C Street, Oxnard, CA 93030
Federal ID No.: ___

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 5 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 100 % and Buyer's Broker 100 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: ____________________, 2018

BROKER

Lee & Associates LA North/Ventura, Inc.
Attn: Bruce Milton

SELLER

Oxnard Community Development Commission Successor Agency

Title: Associate

Address: 1000 Town Center Drive, Suite 310, Oxnard, CA 93036
Phone: 805.626.1200
Fax: 805.413.7000
Email: bmilton@lee-re.com
Federal ID No.: 01191898
Broker/Agent BRE License #: 01945652

By: ______________________
Name Printed: ___
Title: ___
Phone: ___
Fax: ___
Email: ___

By: ______________________
Name Printed: ___
Title: ___
Phone: ___
Fax: ___
Email: ___

Address: 214 South C Street, Oxnard, CA 93030
Federal ID No.: ___

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

AIRCRE

ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

Date: May 2, 2018

By and Between

Buyer: City of Oxnard

Seller: Oxnard Community Development Commission Successor Agency

Property Address: 720 South B Street, Oxnard, CA 93030
(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

28. Balance of the Purchase Price in the amount of $____________ shall be deposited with the Escrow Holder in cash or wired funds at least twenty-four (24) hours prior to the close of escrow.

29. Escrow shall close within fifteen (15) calendar days after Buyer's approval of all Contingencies to Closing (see paragraph 9).

30. The grant deed shall include the provisions listed in California Health and Safety Code Section 33436(a)(1).

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

AIR CRE

SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)
DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the ☑ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or ☐ ___ (the "**Purchase Agreement**") dated May 2, 2018 , regarding that certain real property commonly known as (street address, city, state, zip): 720 South B Street, Oxnard, CA 93030 (the "**Property**") wherein Oxnard Community Development Commission Successor Agency is the Seller and City of Oxnard is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

☐ A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., **First American Natural Hazard Disclosures**, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. **(Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)**

☐ B. Utilize a report prepared by ___, with phone number: ___. A copy of their report is attached hereto. **(Complete paragraphs 8, 9 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**

☐ C. Complete this Disclosure Statement without the assistance of a professional consultant. **(Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**

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1. EARTHQUAKE FAULT ZONES. If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a delineated Earthquake Fault Zone.

2. SEISMIC HAZARD ZONES. If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a Seismic Hazard Zone.

3. EARTHQUAKE SAFETY. If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:

☐ (a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property

Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.

☐ (b) does not meet the foregoing requirements requiring the delivery of the Booklet.

4. FIRE PROTECTION. If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated State Responsibility Area.

5. FIRE HAZARD. If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated Very High Fire Hazard Severity Zone.

6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated area of potential flooding.

7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated Federal Flood Hazard Area.

8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, ie. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance ☐ has or ☐ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

9. WATER HEATER BRACING. If the Property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. Buyer is hereby advised that the required bracing, strapping and/or anchors: ☐ have been installed ☐ have not been installed, or ☐ Seller does not know whether they have been installed.

10. PRESENCE OF MOLD. If the seller or transferor of property knows of the presence of mold that affects the property and the mold either exceeds permissible exposure limits or poses a health threat then Health and Safety Code §26140, et seq. mandates that prospective purchasers be advised in writing of such mold. In accordance with such law, Buyer is hereby informed that the undersigned ☐ does or ☐ does not know of the presence of such mold effecting the Property.

11. TITLE INSURANCE. In the event that the Purchase Agreement does not at present provide that title insurance will be

obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California Civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

12. HAZARDOUS SUBSTANCES. Seller is required by California Health and Safety Code §25359.7 to notify potential buyers of the presence of any hazardous substance that Seller knows, or has reasonable cause to believe, is located on or beneath the Property. In accordance with such law, Buyer is hereby notified that: ☐ Seller neither knows nor has reasonable cause to believe that any hazardous substance is on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that the following hazardous substances are on or beneath the Property: ___ .

13. OTHER. ___

PLEASE NOTE:

While the information contained in or attached to this Disclosure Statement is believed to be accurate as of the date that it was prepared, the applicable laws and the areas covered by the various natural hazard zones, etc. can change from time to time. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, the city and/or county in which the Property is located may have established natural hazard zones in addition to those listed above. Buyer is advised to check with the appropriate local agency or agencies.

The descriptions contained within the above disclosure paragraphs are not intended to be full and complete dissertations of all of the possible ramifications to the Buyer and/or the Property. In the event that this document indicates that the Property is affected by one or more of the disclosures, Buyer is advised to:

1. **Review the applicable laws in their entirety.**
2. **Seek advice of counsel as to the legal consequences of the items disclosed.**
3. **Retain appropriate consultants to review and investigate the impact of said disclosures.**

Likewise no representation or recommendation is made BY AIR CRE or by any broker as to the legal sufficiency, legal effect, or consequences of this document or the Purchase Agreement to which it relates.

Date: ______________________, 2018

SELLER
Oxnard Community Development Commission Successor Agency

By: ______________________
Name Printed: ___
Title: ___

Receipt of the above Seller's Mandatory Disclosure Statement is hereby acknowledged:

Date: ______________________, 2018

BUYER
City of Oxnard

By: ______________________
Name Printed: ___
Title: ___

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

AIR CRE

PROPERTY INFORMATION SHEET

(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Oxnard Community Development Commission Successor Agency ("**Owner**"), owns the Property/Premises commonly known as (street address, city, state, zip) 720 South B Street, Oxnard, CA 93030 located in the County of Ventura , and generally described as (describe briefly the nature of the Premises or Property) A two story free standing building of approximately 822 square feet (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): ___.

2. **Equipment.**
   A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): ___.
   B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): ___.

3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): ___.

4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☐ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☐ electricity, ☐ natural gas, ☐ domestic water, ☐ telephone, and ☐ other: ___.

5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): ___.

6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): ___.

7. **Hazardous Substances and Mold.**

A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): ___.

B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): ___.

C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): ___.

8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): ___.

9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): ___.
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): ___.

10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): ___.

11. **Unrecorded Title Matters**. Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): ___.

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): ___.

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): ___.

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less that the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☐ is not in foreclosure.

15. **Energy Efficiency**. The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: ___.

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): ___.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all

appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: ______________________, 2018
(fill in date of execution)

OWNER
Oxnard Community Development Commission Successor Agency

By: ______________________
Name Printed: ___
Title: ___

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on ___. (Fill in date received)

BUYER/LESSEE
City of Oxnard

By: ______________________
Name Printed: ___
Title: ___

REQUEST FOR BUDGET APPROPRIATION

Department: Economic Development **Date:** May 24, 2018

Project/Program Manager: Kymberly Horner **Phone:** 385-7853

Reason for Appropriation:

Appropriation for the purchase of a building located at 720 South B Street and cost to repairs from Downtown Improvement Fund

Accounts and Descriptions	**AMOUNT**
Fund: 481 - CITY-DOWNTOWN IMPROVEMENT	
Expenditures/Transfers Out	
720 SO. B ST. BLDG (188101)	
481-8820-826-8602	75,000
Sub-total Expenditures	75,000
Net Change to Fund Balance	**(75,000)**
Net Appropriation Change	**(75,000)**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (NON-RESIDENTIAL), BY AND BETWEEN THE SUCCESSOR AGENCY, AS SELLER, AND THE CITY OF OXNARD, AS BUYER, WITH REGARD TO REAL PROPERTY LOCATED AT 720 SOUTH B STREET

WHEREAS, the Oxnard Community Development Commission (the "**Former CDC**") was a redevelopment agency in the City of Oxnard (the "**City**"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "**Redevelopment Law**"); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("**Part 1.85**") to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the "**Successor Agency**"); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "**Oversight Board**"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan ("**LRPMP**") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "**DOF**") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is an approximate 822 square foot building located at 720 South B Street (the "**Property**"); and

WHEREAS, in June 2017, the Successor Agency retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale; and

WHEREAS, the City desires to purchase the Property to strengthen the downtown area of the City by owning and advocating for the Property and by aiding in future economic activities and tourism for the historic community in which the Property is located; and

WHEREAS, the City has presented to the Successor Agency a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to the Property (the "**Agreement**"); and

WHEREAS, the Agreement is now being submitted to the City Council for review and approval; and

WHEREAS, approval of the Agreement will facilitate the requirement per AB 26, the "Dissolution of Redevelopment" bill in winding down the affairs of the Former CDC; and

WHEREAS, it has been determined that the actions to be taken pursuant to the Agreement do not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Oxnard, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council has received and heard all oral and written objections to the proposed Agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The City Council hereby approves the Agreement, substantially in the form attached to the May 22, 2018 joint City and Successor Agency staff report.

Section 4. The City Council hereby authorizes and directs the City Manager, or designee, to execute the Agreement with such non-substantive changes as may be acceptable to the City Attorney and City Special Counsel.

Section 5. The City Council hereby authorizes and directs the City Manager, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement the Agreement and this Resolution, and to administer the City's obligations, responsibilities and duties thereunder.

Section 6. The City determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that its City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Oxnard at its meeting held on the ______th day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Todd C. Mooney, City Special Counsel

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (NON-RESIDENTIAL), BY AND BETWEEN THE SUCCESSOR AGENCY, AS SELLER, AND THE CITY OF OXNARD, AS BUYER, WITH REGARD TO REAL PROPERTY LOCATED AT 720 SOUTH B STREET

WHEREAS, the Oxnard Community Development Commission (the "**Former CDC**") was a redevelopment agency in the City of Oxnard (the "**City**"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "**Redevelopment Law**"); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("**Part 1.85**") to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the "**Successor Agency**"); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "**Oversight Board**"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan ("**LRPMP**") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "**DOF**") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is an approximate 822 square foot building located at 720 South B Street (the "**Property**"); and

WHEREAS, in June 2017, the Successor Agency retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale; and

WHEREAS, the City desires to purchase the Property to strengthen the downtown area of the City by owning and advocating for the Property and by aiding in future economic activities and tourism for the historic community in which the Property is located; and

WHEREAS, the Successor Agency has been presented with a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to the Property (the "**Agreement**"); and

WHEREAS, the Agreement is now being submitted to the Successor Agency Board for review and approval; and

WHEREAS, approval of the Agreement will facilitate the requirement per AB 26, the "Dissolution of Redevelopment" bill in winding down the affairs of the Former CDC; and

WHEREAS, the Successor Agency has determined that the actions to be taken pursuant to the Agreement do not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency Board has received and heard all oral and written objections to the proposed Agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Successor Agency hereby approves, and recommends to its Oversight Board approval of, the Agreement, substantially in the form attached to the May 22, 2018 joint City and Successor Agency staff report.

Section 4. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, to execute the Agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel.

Section 5. The Successor Agency Board hereby authorizes and directs the Executive Director, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement the Agreement and this Resolution, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

Section 6. The Successor Agency hereby determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the ______ day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Chairperson

ATTEST:

____
Michelle Ascencion, Successor Agency Secretary

APPROVED AS TO FORM:

____
Todd C. Mooney, Successor Agency Special Counsel

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CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 4

CITY COUNCIL

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 4

DATE: May 22, 2018

TO: City Council
Successor Agency

THROUGH: Scott Whitney
Interim City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Sale of Successor Agency Properties to the City of Oxnard. (10/15/15)

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, (805) 385-7407

RECOMMENDATION:

That the City Council

1. Consider if it wishes to make offers for the Successor Agency-owned parcels commonly referred to as the Social Security Building (425 South B Street.), and the Laundromat (318 W. Fifth Street) and Elizabeth Furniture Buildings (321 W. Sixth Street).
2. If the City Council determines to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings, determine the specific amount of said offers.
3. If the City Council determines to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings, adopt the following Resolutions:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 425 SOUTH B STREET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY; and
   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY.

4. Authorize the City Manager (or designee) to execute any necessary agreements to effectuate the purchases along with such non-substantive changes as may be acceptable to the City Attorney and Special Counsel.
5. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreements, and to administer the City's obligations, responsibilities and duties thereunder.
6. Authorize a budget appropriation in the not-to-exceed amount of $770,000 from the Downtown Improvement Project Settlement Fund (DIPSF) for the purchase of the Social Security Building, and the Laundromat Building and Elizabeth Furniture Buildings.

That the Successor Agency:
1. If the City Council elects to make an offer to purchase the Successor Agency parcels commonly known as the Social Security Building, and the Laundromat and Elizabeth Furniture Buildings, determine if Successor Agency wishes to accept the offers from the City.
2. If the City Council elects to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings and the Successor Agency accepts the offers, adopt the following Resolutions:

> A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE SALE OF REAL PROPERTY LOCATED AT 425 SOUTH B STREET TO THE CITY OF OXNARD; and
> A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE SALE OF REAL PROPERTY LOCATED AT 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET TO THE CITY OF OXNARD.

3. Authorize the Executive Director (or designee) to execute any necessary agreements to effectuate the purchases along with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Special Counsel.
4. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreements, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

BACKGROUND

The dissolution of redevelopment in California entails the interrelated involvement of the City, the Successor Agency, and the Oversight Board in an assortment of steps leading to the disposition of all assets previously held by the former Oxnard Community Development Commission (CDC). Among those steps is the process by which real property interests of the former CDC are made available for ownership and reuse by entities other than the CDC.

In fulfilling its statutory obligations, the Successor Agency has formulated a Long Range Property Management Plan (LRPMP) to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the State Department of Finance (DOF) for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP.

Among the properties approved for disposition are three buildings. One generally is referred to as the former Social Security Administration Building ("SSA Building"), located at 425 South B Street and approximately 14,560 sf. in size. The second building is the former Plaza Laundromat facility ("Laundromat Building"), located at 318 W. Fifth Street. The building is approximately 4,224 sf. and is bordered by Fifth Street, B Street, C Street and Sixth Street. The third property is the former Elizabeth's Furniture Store ("Furniture Store") and is approximately 2,611 sf in size. The Furniture Store is located at 321 West Sixth Street and is bordered by Sixth Street, B Street, C Street and Sixth Street.

Between 2006 and 2010, the former Community Development Commission purchased these properties for downtown revitalization purposes. The SSA Building was acquired by the CDC in 2008 for the development of a Phase I mixed-use project, commonly referred to as Plaza Park North. It was envisioned that the building would be razed to construct a multiple story development, with ground floor commercial space and dwelling units on the upper floors and improvements to Plaza Park. Upon the completion of Phase I, the CDC was then to turn its attention to Phase II (Laundromat and Furniture Store building pads) for the development of Plaza Park South. The Laundromat and Furniture Store buildings were acquired by the CDC in 2010 for this purpose.

The stalling out of Downtown redevelopment occurred as a result of the Great Recession that began in 2007 and by 2011, the dissolution of redevelopment came into effect, thus prohibiting the CDC from entering into new contracts, obligations or other commitments.

On December 31, 2015, the LRPMP was approved by the DOF, thus triggering the requirement of the Successor Agency to expeditiously dispose of its assets and in a manner aimed at maximizing value. The LRPMP required the key properties owned by the former CDC to be placed on the market and the proceeds from the sale of the property are required to be remitted to the Ventura County Auditor Controller for distribution to taxing entities within the Oxnard Successor Agency's jurisdiction.

The key properties the Successor Agency is required to dispose of include: the SSA Building, the Furniture Store Building and the Laundromat Building. Additionally, other properties in the Successor Agency's LRPMP are required to be disposed of, however they are not the subject of this agenda item, and have either been sold, are in escrow or are in the process of being marketed to be sold.

Request for Qualifications (RFQ) Process Kosmont Companies

Kosmont Companies ("Kosmont") was originally retained in March 2017 by the City to provide real estate advisory services, including the release and management of an RFQ to identify a developer to acquire and develop City, Parking Authority, and Successor Agency owned properties ("Properties"). The Properties were identified in the following manner: Group C (Plaza Park North), Group F (Plaza Park South), and Group G (Plaza Park East) in the Downtown area. Kosmont assisted the City and the Successor Agency with the drafting and release of an RFQ on July 13, 2017 and prepared opportunity site marketing materials and promoted the RFQ at the International Council of Shopping Centers ("ICSC") conference in Las Vegas (May 2017), and via online economic development platforms (e.g. OppSites). The deadline to submit a response to the initial RFQ was September 7, 2017.

Given a lack of initial responses to the first issuance of the RFQ, the City requested Kosmont to revise and re-issue three separate RFQs for Group C (Plaza Park North), Group F (Plaza Park South), and Group G (Plaza Park East) and to provide continuing services, and meeting with prospective developers and subsequent review and the vetting of RFQ developer responses. The second release of the RFQ occurred on October 23, 2017 with a deadline to submit by December 4, 2017. The second RFQ was marketed at the ICSC Western Division Conference in Los Angeles (October 2017), in addition to the other platforms and OppSites.

The RFQs were posted on the City's webpage, and promoted at meetings with various stakeholders such as the Successor Agency, City Council, Oxnard Oversight Board, Oxnard Chamber, Oxnard Downtown Improvement District, Economic Development Collaborative-Ventura County and the Heritage Square Property Owner Association meetings. City Staff also contacted local developers whom they thought might be interested in developing the parcels.

Challenges to the Development of Plaza Park North and Plaza Park South

What has been discovered through the RFQ process were a number of challenges various developers brought to the attention of Staff. The following examples are a summary of several comments received by Staff.

- Downtown parking regulations require updating to encourage new residential and commercial development
- Retail rents are below cost of construction
- Adjacent neighboring properties are privately owned and potentially require acquisition at market rate
- Profit margins too low for some developers
- Risks due to City not having site control of the properties
- Cost to acquire Successor Agency properties
- Glut of Successor Agency properties on the market with fewer development challenges
- Over development of commercial space
- Risk of not getting a development project approved by the Oversight Board
- Demographics that do not support market rate housing or retail industries

- Challenges to adhere to the City's Downtown Vision Plan

Last Call to Submit Proposals for Development of Successor Agency Properties

On April 25, 2018, the City sent out a press release notifying all developers of a last call to submit proposals to develop Plaza Park North and Plaza Park South. Each proposal was required to include:

1. A letter of introduction that includes a summary of the developer's basic qualifications, experience, and past projects of similar nature and size.
2. Description of the proposed project.
3. Relevant project experience.
4. A brief summary of the developer's approach and anticipated timing related to planning, design, approvals, financing, phasing, development, construction and operation.
5. Proposed purchase price for the properties. If a developer is submitting an offer for a group of properties, the offer should specify the purchase price assigned to each of the parcels that are part of that group.

Five proposals were submitted to the City Clerk's Office by the deadline of May 11, 2018 at 4:00 p.m., with one proposal was submitted after the deadline. The proposals were then evaluated by City/Successor Agency Staff and taken into Closed Session on May 15, 2018 for the Successor Agency's consideration.

The highest offer submitted on the SSA Building was $420,000 and the highest offer received on the Laundromat property, including the Furniture Store building in the purchase price, was $146,244. It should be noted that not all proposals followed the requirements (listed above as items 1-5) specified in the Last Call to Submit Proposals release dated April 25, 2018.

Recommended Disposition of Successor Agency Properties and Steps Going Forward

Staff recommends that the Successor Agency sell the SSA Building, Laundromat Building and Furniture Store properties to the City for oversight and security reasons. In addition, the City not the Successor Agency, own the adjacent sites that are necessary for development of the subject parcels in alignment with the Downtown Vision Plan. The buildings have sat vacant for the past few years due to the fact the AB X1 26 strictly prohibits the Successor Agency from entering into long term agreements with an entity that did not have a contract or lease with the former redevelopment agency prior to 2011. City Staff is currently working with the Oxnard Police Department and Code Compliance on the ongoing issue of boarding up broken windows on all of the buildings and the removal of homeless camps inside and on the rooftop of another of the buildings.

If the City acquires the SSA Building, Laundromat Building and Furniture Store properties, the City or Parking Authority would then own all the parcels necessary for development of mixed-use projects in alignment with the Downtown Vision Plan. Staff anticipates that the City would immediately open the process for negotiations with one or more potential developers that submitted proposals as part of the Last Call to Submit Proposals that closed on May 11, 2018.

Staff is requesting negotiating authority with the Oversight Board for these buildings at a minimum price equal to the highest offer received in the development proposals with a cap of $100,000 over the asking price ($420,000) for the SSA Building and approximately $100,000 over the asking price ($146,244) for the laundromat building and furniture store collectively. The total not to exceed amount Staff is asking for to purchase the SSA building is $520,000 and $250,000 for the Laundromat and Furniture Store buildings collectively.

Should the City choose not to purchase the buildings, Staff would then be looking for direction from the Successor Agency, as to selling the buildings to the highest offer through the April 25, 2018 Last Call Offer solicitation process.

Approval of the sale of Successor Agency owned property requires approval by the Successor Agency, Oversight Board and the Department of Finance. If the Successor Agency accepts the City's offer to purchase the subject properties, staff intends to seek the Oversight Board's approval in June 2018. The DOF would then have approximately 100 days to review the request. It is important to mention that on September 22, 2015, the Redevelopment Dissolution Bill (SB107) was signed into law by Governor Brown. The bill updates and clarifies laws governing the dissolution of redevelopment agencies. A significant change made by the bill is the consolidation of Successor Agency Oversight Boards into a single Countywide Oversight Board, effective July 1, 2018. Nearly all actions of the Successor Agency as of July 1, 2018, will require approval of the Countywide Oversight Board, rather than the City's local Oversight Board.

ENVIRONMENTAL IMPACT

There is no environmental impact in receiving this report.

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 2c. Capitalize on historic, cultural and natural resources.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

If the City acquires the properties, funding for the acquisition would come from the Downtown Improvement Project Settlement Fund (DIPSF) in an amount to be determined based upon the final offer made by the City, but not to exceed $770,000 for the three properties. If the full appropriation is necessary the fund the purchase of the properties, the FY2018 Estimated Downtown Improvement Fund Balance is $4.5M. At such time that the City sold the properties for development, funds generated from the sale of the former Successor Agency properties would be returned to the Downtown Improvement Project Settlement Fund.

ATTACHMENTS:

Attachment #1 - CC Resolution 425 South B

Attachment #2 - CC Resolution 318 W 5th and 321 W 6th

Attachment #3 - SA Resolution 425 South B

Attachment #4 - SA Resolution 318 W 5th and 321 W 6th

Attachment #5 - BA - Purchase of 425 South B Street, 318 W. Fifth Street, and 321 W. Sixth Street. from Downtown Improvement Fund 5.24.18

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 425 SOUTH B STREET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

WHEREAS, the Oxnard Community Development Commission (the "**Former CDC**") was a redevelopment agency in the City of Oxnard (the "**City**"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "**Redevelopment Law**"); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("**Part 1.85**") to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the "**Successor Agency**"); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "**Oversight Board**"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan ("**LRPMP**") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "**DOF**") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is a 14,560 (approximate) square foot building located at 425 South B Street (the "**Property**"); and

WHEREAS, the City desires to purchase the Property in order to strengthen the downtown area of the City; and

WHEREAS, the City desires to purchase the Property from the Successor Agency for the sum of $____________ (the "**Offer**"); and

WHEREAS, the making of the Offer is now being submitted to the City Council for approval; and

WHEREAS, purchase of the Property by the City would facilitate the requirement per AB 26, the "Dissolution of Redevelopment" bill in winding down the affairs of the Former CDC; and

WHEREAS, it has been determined that the purchase of the Property by the City would not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Oxnard, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council has received and heard all oral and written objections to the proposed Offer and the purchase of the Property from the Successor Agency, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The City Council hereby approves the purchase of the Property from the Successor Agency pursuant to the Offer.

Section 4. The City Council hereby authorizes and directs the City Manager of the City, or designee, to purchase the Property from the Successor Agency pursuant to the Offer, via an instrument in substantial form as the Grant Deed attached hereto as Exhibit A (the "**Grant Deed**").

Section 5. The City Council hereby authorizes and directs the City Manager, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement this Resolution and the purchase of the Property from the Successor Agency (including the Grant Deed), and to administer the City's obligations, responsibilities and duties thereunder.

Section 6. The City hereby determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that its City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Oxnard at its meeting held on the ______ day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Todd C. Mooney, City Special Counsel

<u>Exhibit A</u>

Form of Grant Deed

[behind this page]

OFFICIAL BUSINESS
Document entitled to free
recording per California Government
Code Section 27383

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

Oxnard Community Development
Commission Successor Agency
214 South C Street
Oxnard, California 93030
Attn: Economic Development Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN
202-0-101-415

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER
CALIFORNIA REVENUE AND TAXATION CODE SECTION 11922

GRANT DEED

425 South B Street

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, herein called the "**Grantor**", acting to carry out the Long Range Property Management Plan (the "**LRPMP**") approved by the California Department of Finance on December 31, 2015 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the California Health and Safety Code, and for other public purposes, hereby grants to the CITY OF OXNARD, a municipal corporation, herein called the "**Grantee**", the real property legally described in the Legal Description attached hereto as Exhibit A, incorporated herein by this reference (the "**Property**"), in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed (this "**Grant Deed**").

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors and assigns of the Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance with LRPMP. The Property is conveyed in accordance with the LRPMP.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In Contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

3. Violations do not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. Covenants Run with Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants for Benefit of Grantor. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

6. Revisions to Grant Deed. Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside a Redevelopment Project Area, or any person or entity having any interest in any other such realty. No amendment to a Redevelopment Plan shall require the consent of the Grantee.

7. No Merger. None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. Administration. Whenever a reference is made in this Grant Deed to an action, finding, determination or approval to be undertaken by the Grantor, the Executive Director of the Grantor or designee is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the context should require otherwise. Notwithstanding the foregoing, the Executive Director of the Grantor may in his or her sole and absolute discretion refer any matter to the Successor Agency Board of Directors for action, direction or approval.

[*Signatures Begin on Next Page*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ______ day of _______________, 2018.

"GRANTOR"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic

Dated: __________________

By: ________________________________
Scott Whitney
Interim Executive Director

APPROVED AS TO FORM AND CONTENT:

Kane, Ballmer & Berkman
Successor Agency Special Counsel

By: ________________________________
Todd C. Mooney
Senior Associate

[Signatures Continue on Next Page]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated ____________________, 2018, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the CITY OF OXNARD, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Oxnard pursuant to authority conferred by the City Council through Resolution No. ______ adopted on May ____, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF OXNARD,
a municipal corporation

Dated: _________________

By: ______________________________
Scott Whitney
Interim City Manager

APPROVED AS TO FORM AND CONTENT:

Kane, Ballmer & Berkman
City Special Counsel

By: ______________________________
Todd C. Mooney
Senior Associate

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

State of California)
County of ____________________)

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

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

WITNESS my hand and official seal.

Signature ______________________________

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

State of California)
County of ____________________)

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

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

WITNESS my hand and official seal.

Signature ______________________________

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

WHEREAS, the Oxnard Community Development Commission (the "**Former CDC**") was a redevelopment agency in the City of Oxnard (the "**City**"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "**Redevelopment Law**"); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("**Part 1.85**") to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the "**Successor Agency**"); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "**Oversight Board**"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan ("**LRPMP**") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "**DOF**") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is a 4,224 (approximate) square foot building located at 318 West Fifth Street and a 2,611 (approximate) square foot building located at 321 West Sixth Street (collectively, the "**Property**"); and

WHEREAS, the City desires to purchase the Property in order to strengthen the downtown area of the City; and

WHEREAS, the City desires to purchase the Property from the Successor Agency for the sum of $____________ (the "**Offer**"); and

WHEREAS, the making of the Offer is now being submitted to the City Council for approval; and

WHEREAS, purchase of the Property by the City would facilitate the requirement per AB 26, the "Dissolution of Redevelopment" bill in winding down the affairs of the Former CDC; and

WHEREAS, it has been determined that the purchase of the Property by the City would not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Oxnard, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council has received and heard all oral and written objections to the proposed Offer and the purchase of the Property from the Successor Agency, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The City Council hereby approves the purchase of the Property from the Successor Agency pursuant to the Offer.

Section 4. The City Council hereby authorizes and directs the City Manager of the City, or designee, to purchase the Property from the Successor Agency pursuant to the Offer, via an instrument in substantial form as the Grant Deed attached hereto as Exhibit A (the "**Grant Deed**").

Section 5. The City Council hereby authorizes and directs the City Manager, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement this Resolution and the purchase of the Property from the Successor Agency (including the Grant Deed), and to administer the City's obligations, responsibilities and duties thereunder.

Section 6. The City hereby determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that its City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Oxnard at its meeting held on the ______ day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Todd C. Mooney, City Special Counsel

Exhibit A

Form of Grant Deed

[behind this page]

OFFICIAL BUSINESS
Document entitled to free
recording per California Government
Code Section 27383

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

Oxnard Community Development
Commission Successor Agency
214 South C Street
Oxnard, California 93030
Attn: Economic Development Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs
202-0-103-210
202-0-103-130

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER
CALIFORNIA REVENUE AND TAXATION CODE SECTION 11922

GRANT DEED

318 West Fifth Street
321 West Sixth Street

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, herein called the "**Grantor**", acting to carry out the Long Range Property Management Plan (the "**LRPMP**") approved by the California Department of Finance on December 31, 2015 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the California Health and Safety Code, and for other public purposes, hereby grants to the CITY OF OXNARD, a municipal corporation, herein called the "**Grantee**", the real property legally described in the Legal Descriptions attached hereto as Exhibit A, incorporated herein by this reference (collectively, the "**Property**"), in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed (this "**Grant Deed**").

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors and assigns of the Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance with LRPMP. The Property is conveyed in accordance with the LRPMP.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In Contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

3. **Violations do not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. **Covenants Run with Land.** All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. **Covenants for Benefit of Grantor.** All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

6. **Revisions to Grant Deed.** Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside a Redevelopment Project Area, or any person or entity having any interest in any other such realty. No amendment to a Redevelopment Plan shall require the consent of the Grantee.

7. **No Merger.** None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to

obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. Administration. Whenever a reference is made in this Grant Deed to an action, finding, determination or approval to be undertaken by the Grantor, the Executive Director of the Grantor or designee is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the context should require otherwise. Notwithstanding the foregoing, the Executive Director of the Grantor may in his or her sole and absolute discretion refer any matter to the Successor Agency Board of Directors for action, direction or approval.

[*Signatures Begin on Next Page*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ______ day of ________________, 2018.

"GRANTOR"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic

Dated: __________________

By: ________________________________
Scott Whitney
Interim Executive Director

APPROVED AS TO FORM AND CONTENT:

Kane, Ballmer & Berkman
Successor Agency Special Counsel

By: ________________________________
Todd C. Mooney
Senior Associate

[Signatures Continue on Next Page]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated ____________________, 2018, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the CITY OF OXNARD, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Oxnard pursuant to authority conferred by the City Council through Resolution No. ______ adopted on May ____, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF OXNARD,
a municipal corporation

Dated: __________________

By: ________________________________
Scott Whitney
Interim City Manager

APPROVED AS TO FORM AND CONTENT:

Kane, Ballmer & Berkman
City Special Counsel

By: ________________________________
Todd C. Mooney
Senior Associate

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

State of California)
County of ____________________)

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

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

WITNESS my hand and official seal.

Signature ______________________________

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

State of California)
County of ____________________)

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

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

WITNESS my hand and official seal.

Signature ______________________________

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE SALE OF REAL PROPERTY LOCATED AT 425 SOUTH B STREET TO THE CITY OF OXNARD

WHEREAS, the Oxnard Community Development Commission (the "**Former CDC**") was a redevelopment agency in the City of Oxnard (the "**City**"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "**Redevelopment Law**"); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("**Part 1.85**") to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the "**Successor Agency**"); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "**Oversight Board**"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan ("**LRPMP**") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "**DOF**") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is a 14,560 (approximate) square foot building located at 425 South B Street (the "**Property**"); and

WHEREAS, the City desires to purchase the Property in order to strengthen the downtown area of the City; and

WHEREAS, the City has offered to purchase the Property from the Successor Agency for the sum of $____________ (the "**Offer**"); and

WHEREAS, the Offer is now being submitted to the Successor Agency Board for review and approval; and

WHEREAS, sale of the Property to the City would facilitate the requirement per AB 26, the "Dissolution of Redevelopment" bill in winding down the affairs of the Former CDC; and

WHEREAS, the Successor Agency has determined that the sale of the Property to the City would not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency Board has received and heard all oral and written objections to the proposed Offer and the sale of the Property to the City, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Successor Agency hereby approves, and recommends to its Oversight Board approval of, the sale of the Property to the City pursuant to the Offer.

Section 4. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, to sell the Property to the City pursuant to the Offer, via an instrument in substantial form as the Grant Deed attached hereto as Exhibit A (the "**Grant Deed**").

Section 5. The Successor Agency Board hereby authorizes and directs the Executive Director, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement this Resolution and the sale of the Property to the City (including the Grant Deed), and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

Section 6. The Successor Agency hereby determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the ______ day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Chairperson

ATTEST:

____
Michelle Ascencion, Successor Agency Secretary

APPROVED AS TO FORM:

____
Todd C. Mooney, Successor Agency Special Counsel

Exhibit A

Form of Grant Deed

[behind this page]

OFFICIAL BUSINESS
Document entitled to free
recording per California Government
Code Section 27383

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

Oxnard Community Development
Commission Successor Agency
214 South C Street
Oxnard, California 93030
Attn: Economic Development Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN
202-0-101-415

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER
CALIFORNIA REVENUE AND TAXATION CODE SECTION 11922

GRANT DEED

425 South B Street

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, herein called the "**Grantor**", acting to carry out the Long Range Property Management Plan (the "**LRPMP**") approved by the California Department of Finance on December 31, 2015 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the California Health and Safety Code, and for other public purposes, hereby grants to the CITY OF OXNARD, a municipal corporation, herein called the "**Grantee**", the real property legally described in the Legal Description attached hereto as Exhibit A, incorporated herein by this reference (the "**Property**"), in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed (this "**Grant Deed**").

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors and assigns of the Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance with LRPMP. The Property is conveyed in accordance with the LRPMP.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **In Deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) **In Leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) **In Contracts:** "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

3. **Violations do not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. **Covenants Run with Land.** All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. **Covenants for Benefit of Grantor.** All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

6. **Revisions to Grant Deed.** Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside a Redevelopment Project Area, or any person or entity having any interest in any other such realty. No amendment to a Redevelopment Plan shall require the consent of the Grantee.

7. **No Merger.** None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. **Administration.** Whenever a reference is made in this Grant Deed to an action, finding, determination or approval to be undertaken by the Grantor, the Executive Director of the Grantor or designee is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the context should require otherwise. Notwithstanding the foregoing, the Executive Director of the Grantor may in his or her sole and absolute discretion refer any matter to the Successor Agency Board of Directors for action, direction or approval.

[*Signatures Begin on Next Page*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ______ day of ________________, 2018.

"GRANTOR"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic

Dated: __________________

By: ________________________________
Scott Whitney
Interim Executive Director

APPROVED AS TO FORM AND CONTENT:

Kane, Ballmer & Berkman
Successor Agency Special Counsel

By: ________________________________
Todd C. Mooney
Senior Associate

[Signatures Continue on Next Page]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated ____________________, 2018, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the CITY OF OXNARD, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Oxnard pursuant to authority conferred by the City Council through Resolution No. ______ adopted on May ____, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF OXNARD,
a municipal corporation

Dated: ________________

By: ______________________________
Scott Whitney
Interim City Manager

APPROVED AS TO FORM AND CONTENT:

Kane, Ballmer & Berkman
City Special Counsel

By: ______________________________
Todd C. Mooney
Senior Associate

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

State of California)
County of ____________________)

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

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

WITNESS my hand and official seal.

Signature ______________________________

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

State of California)
County of ____________________)

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

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

WITNESS my hand and official seal.

Signature ______________________________

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE SALE OF REAL PROPERTY LOCATED AT 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET TO THE CITY OF OXNARD

WHEREAS, the Oxnard Community Development Commission (the "**Former CDC**") was a redevelopment agency in the City of Oxnard (the "**City**"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "**Redevelopment Law**"); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("**Part 1.85**") to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the "**Successor Agency**"); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "**Oversight Board**"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan ("**LRPMP**") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "**DOF**") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is a 4,224 (approximate) square foot building located at 318 West Fifth Street and a 2,611 (approximate) square foot building located at 321 West Sixth Street (collectively, the "**Property**"); and

WHEREAS, the City desires to purchase the Property in order to strengthen the downtown area of the City; and

WHEREAS, the City has offered to purchase the Property from the Successor Agency for the sum of $____________ (the "**Offer**"); and

WHEREAS, the Offer is now being submitted to the Successor Agency Board for review and approval; and

WHEREAS, sale of the Property to the City would facilitate the requirement per AB 26, the "Dissolution of Redevelopment" bill in winding down the affairs of the Former CDC; and

WHEREAS, the Successor Agency has determined that the sale of the Property to the City would not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency Board has received and heard all oral and written objections to the proposed Offer and the sale of the Property to the City, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Successor Agency hereby approves, and recommends to its Oversight Board approval of, the sale of the Property to the City pursuant to the Offer.

Section 4. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, to sell the Property to the City pursuant to the Offer, via an instrument in substantial form as the Grant Deed attached hereto as Exhibit A (the "**Grant Deed**").

Section 5. The Successor Agency Board hereby authorizes and directs the Executive Director, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement this Resolution and the sale of the Property to the City (including the Grant Deed), and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

Section 6. The Successor Agency hereby determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the ______ day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Chairperson

ATTEST:

____
Michelle Ascencion, Successor Agency Secretary

APPROVED AS TO FORM:

____
Todd C. Mooney, Successor Agency Special Counsel

Exhibit A

Form of Grant Deed

[behind this page]

OFFICIAL BUSINESS
Document entitled to free
recording per California Government
Code Section 27383

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

Oxnard Community Development
Commission Successor Agency
214 South C Street
Oxnard, California 93030
Attn: Economic Development Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs
202-0-103-210
202-0-103-130

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER
CALIFORNIA REVENUE AND TAXATION CODE SECTION 11922

GRANT DEED

318 West Fifth Street
321 West Sixth Street

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, herein called the "**Grantor**", acting to carry out the Long Range Property Management Plan (the "**LRPMP**") approved by the California Department of Finance on December 31, 2015 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the California Health and Safety Code, and for other public purposes, hereby grants to the CITY OF OXNARD, a municipal corporation, herein called the "**Grantee**", the real property legally described in the Legal Descriptions attached hereto as Exhibit A, incorporated herein by this reference (collectively, the "**Property**"), in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed (this "**Grant Deed**").

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors and assigns of the Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance with LRPMP. The Property is conveyed in accordance with the LRPMP.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In Contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

3. **Violations do not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. **Covenants Run with Land.** All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. **Covenants for Benefit of Grantor.** All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

6. **Revisions to Grant Deed.** Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside a Redevelopment Project Area, or any person or entity having any interest in any other such realty. No amendment to a Redevelopment Plan shall require the consent of the Grantee.

7. **No Merger.** None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to

obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. Administration. Whenever a reference is made in this Grant Deed to an action, finding, determination or approval to be undertaken by the Grantor, the Executive Director of the Grantor or designee is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the context should require otherwise. Notwithstanding the foregoing, the Executive Director of the Grantor may in his or her sole and absolute discretion refer any matter to the Successor Agency Board of Directors for action, direction or approval.

[*Signatures Begin on Next Page*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ______ day of ________________, 2018.

"GRANTOR"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic

Dated: __________________

By: ________________________________
Scott Whitney
Interim Executive Director

APPROVED AS TO FORM AND CONTENT:

Kane, Ballmer & Berkman
Successor Agency Special Counsel

By: ______________________________
Todd C. Mooney
Senior Associate

[Signatures Continue on Next Page]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated ____________________, 2018, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the CITY OF OXNARD, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Oxnard pursuant to authority conferred by the City Council through Resolution No. ______ adopted on May ____, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF OXNARD,
a municipal corporation

Dated: __________________

By: ________________________________
Scott Whitney
Interim City Manager

APPROVED AS TO FORM AND CONTENT:

Kane, Ballmer & Berkman
City Special Counsel

By: ________________________________
Todd C. Mooney
Senior Associate

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

State of California)
County of ____________________)

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

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

WITNESS my hand and official seal.

Signature ______________________________

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

State of California)
County of ____________________)

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

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

WITNESS my hand and official seal.

Signature ______________________________

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

REQUEST FOR BUDGET APPROPRIATION

Department: Economic Development **Date:** May 22, 2018

Project/Program Manager: Kymberly Horner **Phone:** 385-7853

Reason for Appropriation:

Appropriate Downtown Improvement Project Settlement funds for the purchase of 3 buildings in the Downtown, including 425 South B Street, 318 W. Fifth Street, and 321 W. Sixth Street.

Accounts and Descriptions	**AMOUNT**
Fund: 481 - CITY-DOWNTOWN IMPROVEMENT	
Expenditures/Transfers Out	
425 SO. B ST. BLDG (188103)	
481-8820-826-8602	520,000
318 W. 5th & 321 W. 6th ST BLDGS (188104)	
481-8820-826-8602	250,000
Sub-total Expenditures	770,000
Net Change to Fund Balance	**(770,000)**
Net Appropriation Change	**770,000**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi